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NEW DELHI, SATURDAY, MARCH 25, 1972/CHAITRA 5, 1894

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

## भाग II—खण्ड 3—उपखण्ड (ii)

### PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर)

केन्द्रीय प्राधिकरणों द्वारा जारी किये गए विधिक आदेश और अधिसूचनाएं।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories.)

#### DEPARTMENT OF ATOMIC ENERGY

Bombay, the 9th February 1972

S.O. 895.—In pursuance of clause (h) of rule 2 of the Radiation Protection Rules, 1971, the Director, Directorate of Radiation Protection, Department of Atomic Energy, hereby makes the following order specifying the operational limits for levels of radiation and contamination, namely:—

1. **Short title, extent and commencement.** (1) This order may be called the Operational Limits for Levels of Radiation and Contamination Order, 1972.

(2) It shall apply to the whole of India.

(3) It shall come into force at once.

2. **Definitions.**—In this order, unless the context otherwise requires,—

(a) "quarter" means any period of thirteen successive weeks, as specified by the competent authority;

(b) "Rules" means the Radiation Protection Rules, 1971;

(c) "Schedule" means the Schedule appended to this order;

(d) "total dose" means the sum of the doses of radiation resulting from both external and internal exposures, but does not include doses received by an individual from medical procedures to which he is subjected and the doses

resulting from the natural background radiation and contamination;

(e) words and expressions used in this order and not defined but defined in the Rules, shall have the meanings respectively assigned to them in the Rules.

3. **Total dose of radiation.**—Except as provided in paragraph 12, no radiation worker may be permitted to accumulate a total dose to his whole body, gonads or red bone marrow, which exceeds the value given by the formula—

$$D = 5 (N - 18)$$

where D is the total dose in rems and N is the age of the radiation worker in years and fractions thereof.

4. **Total dose of radiation for a year.**—Notwithstanding the provision of paragraph 3, no radiation worker shall normally be permitted to accumulate in any one year a total dose to his whole body, gonads or red bone marrow, in excess of 5 rems.

5. **Total dose of radiation for a quarter.**—A radiation worker may be permitted to receive, in any one quarter, a total dose to his whole body, gonads or red bone marrow not exceeding 3 rems provided the total dose specified in paragraph 3 is not exceeded.

6. **Total dose of radiation for a woman radiation worker in a quarter.**—No woman radiation worker shall be permitted to accumulate a total dose to her abdomen in excess of 1.5 rems in any one quarter,

7. **Limitation of total dose of radiation for a woman radiation worker in special circumstances.**—When any woman radiation worker is known to be enceinte, it shall be ensured that the total dose to her foetus does not exceed 1 rem during the remaining period of her pregnancy.

8. **Presumption of total dose of radiation in certain cases.**—If a radiation worker has been engaged in radiation work prior to the date on which the competent authority commences the maintenance of radiation exposure records as specified in the Rules, it shall be assumed by the competent authority that up to the said date the worker has received a total dose to his whole body, gonads or red bone marrow given by the formula in paragraph 3.

9. **Total dose of radiation for certain organs of body.**—For organs of body other than the gonads and the red bone marrow, no radiation worker may be permitted to receive—

(a) in any one quarter, total doses in excess of those specified in column 2 of the table given below;

(b) in any one year, total doses in excess of those specified in column 3 of the table given below.

TABLE

Organs of body	Total dose in rems in any one quarter	Total dose in rems in any one year.
1	2	3
Skin, bone or thyroid	15	30

1	2	3
Hands and forearms feet and ankles	40	75
Limited exposure of any internal organ other than the thyroid, gonads and the red bone marrow.	8	15

10. **Operational limits on quarterly intakes of radionuclides.**—The operational limits on quarterly intakes of radionuclides by a radiation worker shall be as specified in the Schedule.

11. **Release of radioactive materials.**—The release of radioactive materials into the environment shall be so planned that the operational limits on contamination in air and water in areas other than those where radioactive materials are handled do not exceed values specified in the Schedule.

12. **Total dose of radiation in hazardous situations and intake of radionuclides in such situations:—**

(1) In hazardous situations relating to radiation exposures or radioactive material, any person may be permitted to receive a single total dose to his whole body, gonads or red bone marrow not exceeding 10 rems.

(2) In case intake of radionuclides becomes necessary in such a situation, such an intake shall not be permitted to exceed four times any of the values for quarterly intakes for radiation workers specified in the Schedule.

## THE SCHEDULE

*Operational limits for intakes and levels of Contamination in Air and Water*

(See paragraphs 10, 11 and 12)

Radionuclide	Values of operational limits for quarterly intakes for radiation workers in micro-curies	Values of operational limits for levels of contamination in micro-curies per cubic centimetre of	
		Air in active areas	Water in inactive areas
Tritium-3	$3 \cdot 1 \times 10^8$	$3 \times 10^{-8}$	$3 \times 10^{-4}$
Beryllium-7	$7 \cdot 5 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-4}$
Carbon-14	$1 \cdot 6 \times 10^8$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
Fluorine-18	$1 \cdot 0 \times 10^3$	$3 \times 10^{-8}$	$2 \times 10^{-4}$
Sodium-22	5.3	$1 \times 10^{-10}$	$4 \times 10^{-6}$
Sodium-24	$5 \cdot 6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Silicon-31	$3 \cdot 8 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
Phosphorus-32	$3 \cdot 8 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-6}$
Sulphur-35	$1 \cdot 2 \times 10^3$	$3 \times 10^{-9}$	$6 \times 10^{-5}$
Chlorine-36	$1 \cdot 4 \times 10$	$3 \times 10^{-10}$	$8 \times 10^{-6}$
Chlorine-38	$8 \cdot 0 \times 10^3$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
Argon-37	..	$3 \times 10^{-8}$	..
Argon-41	..	$4 \times 10^{-9}$	..
Potassium-42	$4 \cdot 0 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
Calcium-45	$1 \cdot 8 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-5}$
Calcium-47	$6 \cdot 6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Scandium-46	$1 \cdot 4 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
Scandium-47	$1 \cdot 8 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Scandium-48	$5 \cdot 4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Vanadium-48	$3 \cdot 5 \times 10$	$7 \times 10^{-10}$	$1 \times 10^{-5}$
Chromium-51	$1 \cdot 4 \times 10^3$	$3 \times 10^{-9}$	$7 \times 10^{-4}$
Manganese-52	$6 \cdot 0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Manganese-54	$2 \cdot 2 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-5}$
Manganese-56	$2 \cdot 0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Iron-55	$5 \cdot 3 \times 10^3$	$8 \times 10^{-9}$	$2 \times 10^{-4}$

Radioisotope	Values of operational limits for quarterly intakes for radiation workers, in micro-curies	Values of operational limits for levels of contamination in microcuries per cubic centimetre of	
		Air in inactive areas	Water in inactive areas
Iron-59	$3.3 \times 10$	$7 \times 10^{-10}$	$2 \times 10^{-8}$
Cobalt-57	$1.0 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
Cobalt-58m	$4.0 \times 10^3$	$1 \times 10^{-7}$	$7 \times 10^{-4}$
Cobalt-58	$3.5 \times 10$	$7 \times 10^{-10}$	$3 \times 10^{-5}$
Cobalt-60	5.5	$1 \times 10^{-10}$	$1 \times 10^{-5}$
Nickel-59	$2.9 \times 10^3$	$3 \times 10^{-9}$	$4 \times 10^{-5}$
Nickel-63	$4.0 \times 10$	$7 \times 10^{-11}$	$1 \times 10^{-5}$
Nickel-65	$2.0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Copper-64	$4.2 \times 10^3$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
Zinc-65	$3.6 \times 10$	$4 \times 10^{-11}$	$1 \times 10^{-5}$
Zinc-69m	$1.2 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Zinc-69	$3.6 \times 10^3$	$7 \times 10^{-9}$	$7 \times 10^{-4}$
Calcium-72	$7.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Germanium-71	$3.2 \times 10^3$	$7 \times 10^{-9}$	$7 \times 10^{-4}$
Arsenic-73	$2.4 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-4}$
Arsenic-74	$7.8 \times 10$	$1 \times 10^{-9}$	$2 \times 10^{-5}$
Arsenic-76	$3.8 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
Arsenic-77	$1.6 \times 10^3$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
Selenium-75	$7.6 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
Bromine-82	$7.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Krypton-85m	..	$1 \times 10^{-8}$	..
Krypton-85	..	$3 \times 10^{-8}$	..
Krypton-87	..	$2 \times 10^{-9}$	..
Rubidium-86	$4.2 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
Rubidium-87	$4.0 \times 10$	$7 \times 10^{-10}$	$2 \times 10^{-5}$
Strontium-85m	$1.3 \times 10^4$	$3 \times 10^{-7}$	$2 \times 10^{-5}$
Strontium-85	$6.6 \times 10$	$8 \times 10^{-10}$	$1 \times 10^{-5}$
Strontium-89	$1.7 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-5}$
Strontium-90	$7.3 \times 10^{-1}$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
Strontium-91	$9.8 \times 10$	$3 \times 10^{-6}$	$2 \times 10^{-5}$
Strontium-92	$1.2 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Yttrium-90	$4.0 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
Yttrium-91m	$6.8 \times 10^3$	$2 \times 10^{-7}$	$1 \times 10^{-2}$
Yttrium-91	$2.0 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
Yttrium-92	$1.2 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Yttrium-93	$5.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Zirconium-93	$8.0 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-4}$
Zirconium-95	$2.0 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
Zirconium-97	$3.6 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
Niobium-95m	$7.6 \times 10$	$1 \times 10^{-9}$	$1 \times 10^{-4}$
Niobium-95	$6.2 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
Niobium-97	$1.8 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
Molybdenum-99	$7.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
Technetium-96m	$1.8 \times 10^4$	$3 \times 10^{-7}$	$3 \times 10^{-5}$
Technetium-96	$9.4 \times 10$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Technetium-97m	$9.5 \times 10$	$2 \times 10^{-9}$	$7 \times 10^{-5}$
Technetium-97	$1.9 \times 10^3$	$3 \times 10^{-9}$	$3 \times 10^{-4}$
Technetium-99m	$5.6 \times 70^3$	$3 \times 10^{-7}$	$1 \times 10^{-5}$
Technetium-99	$3.8 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
Ruthenium-97	$7.0 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
Ruthenium-103	$5.3 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
Ruthenium-105	$2.0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Ruthenium-106	3.5	$7 \times 10^{-11}$	$3 \times 10^{-5}$
Rhodium-103m	$2.4 \times 10^4$	$7 \times 10^{-7}$	$3 \times 10^{-5}$
Rhodium-105	$2.0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Palladium-103	$4.7 \times 10^3$	$1 \times 10^{-8}$	$1 \times 10^{-4}$
Palladium-109	$1.4 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Silver-105	$5.1 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
Silver-110m	6.4	$1 \times 10^{-10}$	$1 \times 10^{-5}$
Silver-111	$8.6 \times 10$	$3 \times 10^{-9}$	$1 \times 10^{-5}$
Cadmium-109	$3.3 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
Cadmium-115m	$2.2 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
Cadmium-115	$6.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Indium-113m	$2.6 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
Indium-114m	$1.4 \times 10$	$2 \times 10^{-10}$	$7 \times 10^{-5}$
Indium-115m	$7.4 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
Tin-113	$3.3 \times 10$	$7 \times 10^{-10}$	$3 \times 10^{-5}$
Tin-125	$3.4 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
Antimony-122	$5.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Antimony-124	$1.2 \times 10$	$2 \times 10^{-10}$	$7 \times 10^{-5}$
Antimony-125	$1.7 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-5}$

Radionuclide	Values of operational limits for quarterly intakes for radiation workers, in micro-curies	Values of operational limits for levels of contamination in microcuries per cubic centimetre of	
		Air in inactive areas	Water in inactive areas
Tellurium-125m	$8.0 \times 10$	$1 \times 10^{-8}$	$2 \times 10^{-5}$
Tellurium-127m	$2.6 \times 10$	$3 \times 10^{-10}$	$7 \times 10^{-6}$
Tellurium-127	$3.4 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-6}$
Tellurium-129m	$2.0 \times 10$	$3 \times 10^{-10}$	$4 \times 10^{-6}$
Tellurium-129	$1.6 \times 10^3$	$3 \times 10^{-8}$	$3 \times 10^{-4}$
Tellurium-131m	$7.4 \times 10$	$2 \times 10^{-8}$	$1 \times 10^{-5}$
Tellurium-132	$4.2 \times 10$	$1 \times 10^{-8}$	$7 \times 10^{-6}$
Iodine-126	4.6	$1 \times 10^{-10}$	$7 \times 10^{-7}$
Iodine-129	$7.2 \times 10^{-1}$	$2 \times 10^{-11}$	$1 \times 10^{-7}$
Iodine-131	4.0	$1 \times 10^{-10}$	$7 \times 10^{-7}$
Iodine-132	$1.1 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Iodine-133	$1.3 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-6}$
Iodine-134	$2.4 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Iodine-135	$4.8 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
Xenon-131m	..	$4 \times 10^{-8}$	..
Xenon-133	..	$3 \times 10^{-8}$	..
Xenon-135	..	$1 \times 10^{-8}$	..
Caesium-131	$1.9 \times 10^3$	$3 \times 10^{-8}$	$2 \times 10^{-4}$
Caesium-134m	$2.2 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
Caesium-134	8.0	$1 \times 10^{-10}$	$9 \times 10^{-7}$
Caesium-135	$5.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Caesium-136	$1.1 \times 10^3$	$1 \times 10^{-9}$	$9 \times 10^{-6}$
Caesium-137	9.1	$2 \times 10^{-10}$	$2 \times 10^{-6}$
Barium-131	$2.2 \times 10^3$	$3 \times 10^{-9}$	$7 \times 10^{-6}$
Barium-140	$2.7 \times 10$	$3 \times 10^{-10}$	$7 \times 10^{-6}$
Lanthanum-140	$4.8 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
Cerium-141	$9.8 \times 10$	$2 \times 10^{-9}$	$3 \times 10^{-5}$
Cerium-143	$8.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Cerium-144	4.0	$7 \times 10^{-11}$	$3 \times 10^{-6}$
Praseodymium-142	$6.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Praseodymium-143	$9.8 \times 10$	$2 \times 10^{-9}$	$2 \times 10^{-5}$
Neodymium-147	$1.2 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Neodymium-149	$5.6 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
Promethium-147	$4.0 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
Promethium-149	$8.8 \times 10$	$3 \times 10^{-9}$	$1 \times 10^{-5}$
Samarium-147	$4.4 \times 10^{-3}$	$7 \times 10^{-10}$	$2 \times 10^{-5}$
Samarium-151	$4.0 \times 10$	$7 \times 10^{-10}$	$1 \times 10^{-4}$
Samarium-153	$1.5 \times 10^3$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
Europium-152m	$1.3 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Europium-152	$1.5 \times 10^3$	$7 \times 10^{-11}$	$3 \times 10^{-5}$
Europium-154	2.4	$3 \times 10^{-11}$	$7 \times 10^{-6}$
Europium-155	$4.6 \times 10$	$5 \times 10^{-10}$	$7 \times 10^{-5}$
Gadolinium-153	$5.6 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
Gadolinium-159	$1.6 \times 10^3$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
Terbium-160	$2.0 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
Dysprosium-165	$8.0 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
Dysprosium-166	$7.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Holmium-166	$6.2 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Erbium-169	$1.9 \times 10^3$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
Erbium-171	$2.2 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Thulium-170	$2.2 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
Thulium-171	$6.9 \times 10$	$1 \times 10^{-9}$	$2 \times 10^{-4}$
Ytterbium-175	$2.2 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Lutecium-177	$2.0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
Hafnium-181	$2.4 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
Tantalum-182	$1.4 \times 10$	$2 \times 10^{-10}$	$1 \times 10^{-5}$
Tungsten-181	$7.8 \times 10$	$1 \times 10^{-9}$	$1 \times 10^{-4}$
Tungsten-185	$6.9 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
Tungsten-187	$1.2 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Rhenium-183	$8.9 \times 10$	$2 \times 10^{-9}$	$8 \times 10^{-5}$
Rhenium-186	$9.4 \times 10$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Rhenium-187	..	$7 \times 10^{-9}$	$7 \times 10^{-5}$
Rhenium-188	$6.2 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
Osmium-185	$2.9 \times 10$	$2 \times 10^{-10}$	$2 \times 10^{-5}$
Osmium-191m	$4.8 \times 10^3$	$1 \times 10^{-9}$	$7 \times 10^{-4}$
Osmium-191	$2.6 \times 10^3$	$3 \times 10^{-9}$	$7 \times 10^{-5}$
Osmium-193	$1.1 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
Iridium-190	$2.6 \times 10^3$	$3 \times 10^{-9}$	$7 \times 10^{-5}$
Iridium-192	$1.6 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
Iridium-194	$6.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$



Radionuclide	Values of operational limits for quarterly intakes for radiation workers, in micro-curies	Values of operational limits for levels of contamination in microcuries per cubic centimetre of	
		Air in inactive areas	Water in inactive areas
Platinum-191	$2.2 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-8}$
Platinum-193m	$2.0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-8}$
Platinum-193	$2.0 \times 10^3$	$3 \times 10^{-9}$	$3 \times 10^{-8}$
Platinum-197m	$1.9 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-8}$
Platinum-197	$2.2 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-8}$
Gold-196	$3.0 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-8}$
Gold-198	$9.2 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-8}$
Gold-199	$3.2 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-8}$
Mercury-197m	$3.4 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-8}$
Mercury-197	$6.0 \times 10^3$	$1 \times 10^{-8}$	$1 \times 10^{-7}$
Mercury-203	$3.6 \times 10^3$	$7 \times 10^{-10}$	$7 \times 10^{-8}$
Thallium-200	$4.4 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-8}$
Thallium-201	$3.4 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-8}$
Thallium-202	$1.4 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-8}$
Thallium-204	$1.2 \times 10^3$	$3 \times 10^{-10}$	$2 \times 10^{-8}$
Lead-203	$7.0 \times 10^3$	$2 \times 10^{-8}$	$1 \times 10^{-7}$
Lead-210	$7.8 \times 10^{-3}$	$1 \times 10^{-10}$	$1 \times 10^{-8}$
Lead-212	$1.2 \times 10^3$	$2 \times 10^{-10}$	$7 \times 10^{-8}$
Bismuth-206	$7.6 \times 10^2$	$2 \times 10^{-9}$	$1 \times 10^{-8}$
Bismuth-207	8.6	$2 \times 10^{-10}$	$2 \times 10^{-8}$
Bismuth-210	3.6	$7 \times 10^{-11}$	$1 \times 10^{-8}$
Bismuth-212	$6.0 \times 10^2$	$1 \times 10^{-9}$	$1 \times 10^{-7}$
Polonium-210	$1.2 \times 10^{-1}$	$2 \times 10^{-10}$	$2 \times 10^{-7}$
Astatine-211	3.4	$3 \times 10^{-11}$	$2 \times 10^{-7}$
Radon-220	..	$3 \times 10^{-9}$	..
Radon-222	..	$3 \times 10^{-9}$	..
Radium-223	$1.5 \times 10^{-1}$	$3 \times 10^{-10}$	$1 \times 10^{-7}$
Radium-224	$4.6 \times 10^{-1}$	$7 \times 10^{-10}$	$3 \times 10^{-7}$
Radium-226	$1.8 \times 10^{-3}$	$2 \times 10^{-10}$	$2 \times 10^{-8}$
Radium-228	$2.4 \times 10^{-3}$	$3 \times 10^{-10}$	$4 \times 10^{-8}$
Actinium-227	$1.5 \times 10^{-3}$	$3 \times 10^{-10}$	$6 \times 10^{-7}$
Actinium-228	$1.1 \times 10^3$	$2 \times 10^{-10}$	$3 \times 10^{-8}$
Thorium-227	$1.1 \times 10^{-1}$	$2 \times 10^{-10}$	$7 \times 10^{-8}$
Thorium-228	$3.8 \times 10^{-3}$	$7 \times 10^{-10}$	$2 \times 10^{-8}$
Thorium-230	$1.4 \times 10^{-3}$	$3 \times 10^{-10}$	$7 \times 10^{-7}$
Thorium-231	$4.6 \times 10^3$	$1 \times 10^{-8}$	$7 \times 10^{-8}$
Thorium-232	$1.2 \times 10^{-10}$	$2 \times 10^{-10}$	$7 \times 10^{-7}$
Thorium-234	$2.0 \times 10^3$	$3 \times 10^{-10}$	$7 \times 10^{-8}$
Thorium-Natural	$1.0 \times 10^{-10}$	$2 \times 10^{-10}$	$3 \times 10^{-7}$
Protoactinium-230	$4.9 \times 10^{-1}$	$1 \times 10^{-11}$	$7 \times 10^{-8}$
Protoactinium-231	$7.1 \times 10^{-4}$	$1 \times 10^{-10}$	$3 \times 10^{-7}$
Protoactinium-233	$1.1 \times 10^3$	$2 \times 10^{-9}$	$3 \times 10^{-8}$
Uranium-230	$7.1 \times 10^{-3}$	$1 \times 10^{-10}$	$7 \times 10^{-7}$
Uranium-232	$1.7 \times 10^{-3}$	$3 \times 10^{-10}$	$2 \times 10^{-7}$
Uranium-233	$7.5 \times 10^3$	$1 \times 10^{-10}$	$1 \times 10^{-8}$
Uranium-234	$7.5 \times 10^{-3}$	$1 \times 10^{-10}$	$1 \times 10^{-8}$
Uranium-235	$8.0 \times 10^{-10}$	$1 \times 10^{-10}$	$1 \times 10^{-8}$
Uranium-236	$7.8 \times 10^{-3}$	$1 \times 10^{-10}$	$1 \times 10^{-8}$
Uranium-238	$4.6 \times 10^{-10}$	$1 \times 10^{-10}$	$2 \times 10^{-7}$
Uranium-Natural	$4.0 \times 10^{-10}$	$7 \times 10^{-10}$	$2 \times 10^{-7}$
Uranium-240	$6.8 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-8}$
Neptunium-237	$2.6 \times 10^{-3}$	$3 \times 10^{-10}$	$1 \times 10^{-8}$
Neptunium-239	$2.6 \times 10^3$	$7 \times 10^{-9}$	$3 \times 10^{-8}$
Plutonium-238	$1.2 \times 10^{-3}$	$2 \times 10^{-10}$	$2 \times 10^{-8}$
Plutonium-239	$1.1 \times 10^{-3}$	$2 \times 10^{-10}$	$2 \times 10^{-8}$
Plutonium-240	$1.1 \times 10^{-3}$	$2 \times 10^{-10}$	$2 \times 10^{-8}$
Plutonium-241	$5.6 \times 10^{-3}$	$1 \times 10^{-10}$	$7 \times 10^{-8}$
Plutonium-242	$1.1 \times 10^{-3}$	$2 \times 10^{-10}$	$2 \times 10^{-8}$
Plutonium-243	$6.8 \times 10^3$	$2 \times 10^{-9}$	$1 \times 10^{-8}$
Plutonium-244	$1.0 \times 10^{-3}$	$2 \times 10^{-10}$	$1 \times 10^{-8}$
Americium-241	$3.6 \times 10^{-3}$	$5 \times 10^{-10}$	$1 \times 10^{-8}$
Americium-242m	$3.5 \times 10^{-3}$	$5 \times 10^{-10}$	$1 \times 10^{-8}$
Americium-242	$2.4 \times 10^3$	$3 \times 10^{-10}$	$3 \times 10^{-8}$
Americium-243	$3.5 \times 10^{-3}$	$5 \times 10^{-10}$	$1 \times 10^{-8}$
Americium-244	$2.6 \times 10^3$	$3 \times 10^{-9}$	$2 \times 10^{-8}$
Curium-242	$7.5 \times 10^{-3}$	$1 \times 10^{-10}$	$7 \times 10^{-8}$
Curium-243	$4.0 \times 10^{-3}$	$7 \times 10^{-10}$	$2 \times 10^{-8}$
Curium-244	$5.6 \times 10^{-3}$	$9 \times 10^{-10}$	$2 \times 10^{-8}$
Curium-245	$2.9 \times 10^{-3}$	$5 \times 10^{-10}$	$1 \times 10^{-8}$
Curium-246	$2.9 \times 10^{-3}$	$5 \times 10^{-10}$	$1 \times 10^{-8}$
Curium-247	$2.9 \times 10^{-3}$	$5 \times 10^{-10}$	$1 \times 10^{-8}$
Curium-248	$3.6 \times 10^{-4}$	$6 \times 10^{-10}$	$1 \times 10^{-8}$

Radionuclide	Values of operational limits for quarterly intakes for radiation workers, in micro-curies	Values of operational limits for levels of contamination in microcuries per cubic centimetre of	
		Air in inactive areas	Water in inactive areas
Curium-249	$4.4 \times 10^3$	$1 \times 10^{-7}$	$7 \times 10^{-4}$
Berkelium-249	$5.8 \times 10^{-1}$	$1 \times 10^{-11}$	$2 \times 10^{-4}$
Berkelium-250	$9.1 \times 10$	$2 \times 10^{-8}$	$7 \times 10^{-5}$
Californium-249	$9.8 \times 10^{-4}$	$2 \times 10^{-14}$	$1 \times 10^{-6}$
Californium-250	$3.1 \times 10^{-8}$	$7 \times 10^{-14}$	$3 \times 10^{-6}$
Californium-251	$1.0 \times 10^{-3}$	$2 \times 10^{-14}$	$1 \times 10^{-6}$
Californium-252	$4.0 \times 10^{-3}$	$7 \times 10^{-14}$	$2 \times 10^{-6}$
Californium-253	$4.7 \times 10^{-1}$	$1 \times 10^{-11}$	$3 \times 10^{-5}$
Californium-254	$3.1 \times 10^{-8}$	$7 \times 10^{-14}$	$3 \times 10^{-6}$
Einsteinium-253	$3.8 \times 10^{-1}$	$7 \times 10^{-12}$	$7 \times 10^{-6}$
Einsteinium-254m	3.3	$7 \times 10^{-11}$	$7 \times 10^{-6}$
Einsteinium-254	$1.2 \times 10^{-8}$	$2 \times 10^{-13}$	$3 \times 10^{-6}$
Einsteinium-255	$2.6 \times 10^{-1}$	$3 \times 10^{-12}$	$1 \times 10^{-5}$
Fermium-254	$4.0 \times 10$	$7 \times 10^{-10}$	$3 \times 10^{-5}$
Fermium-255	6.7	$1 \times 10^{-10}$	$1 \times 10^{-6}$
Fermium-265	1.1	$2 \times 10^{-11}$	$3 \times 10^{-7}$

\*These values for quarterly intakes are, however, subject to the further restriction that the total intake of any of these radionuclides in any one day shall not exceed 2.5 milligrammes.

No. F. 6/2(4)/71-P.]

A. S. RAO, Director.

Director of Radiation Protection.

### परमाणु ऊर्जा विभाग

बम्बई, 9 फरवरी, 1972

का० आ० 895—विकिरण संरक्षण नियम, 1971 के नियम 2 के खंड (ज) के अनुसरण में निदेशक, विकिरण संरक्षण निदेशालय, परमाणु ऊर्जा विभाग, एतद्वारा विकिरण और संदूषण के स्तरों के लिए संचालन सीमाएं विनिर्दिष्ट करते हुए निम्नलिखित आदेश बनाते हैं, अर्थात् :—

#### 1. संक्षिप्त नाम, विस्तार और प्रारम्भ :—

- (1) इस आदेश का नाम विकिरण और संदूषण स्तर संचालन सीमा आदेश, 1971 होगा।
- (2) इसका विस्तार सम्पूर्ण भारत पर है।
- (3) यह तुरन्त प्रवृत्त होगा।

#### 2. परिभाषाएं:—

इस आदेश में जब तक कि संदर्भ से अन्यथा अपेक्षित न हो,—

- (क) “तिमाही” से मक्षम प्राधिकारी द्वारा यथा-विनिर्दिष्ट एक के बाद एक तरह सप्ताहों की अवधि अभिप्रेत है ;
- (ख) “नियम” से विकिरण संरक्षण नियम, 1971 अभिप्रेत है ;
- (ग) “अनुसूची” से इस आदेश से संलग्न अनुसूची अभिप्रेत है ;
- (घ) “कुल मात्रा” से बाह्य और आन्तरिक दोनों प्रकार के प्रभाव के फलस्वरूप विकिरण की मात्राओं का योग

अभिप्रेत है किन्तु इसमें किसी व्यक्ति द्वारा उस चिकित्सीय प्रक्रियाओं द्वारा, जो उस पर की जाती हैं, प्राप्त मात्राएं और प्राकृतिक पृष्ठभूमि विकिरण और संदूषण के फलस्वरूप होने वाली मात्राएं सम्मिलित नहीं हैं ;

- (ङ) उन शब्दों और अभिव्यक्तियों के, जो इस आदेश में प्रयुक्त की गई हैं और परिभाषित नहीं की गई हैं किन्तु नियमों में परिभाषित की गई हैं, वे ही अर्थ होंगे जो उनके नियमों में दिए गए हैं।

#### 3. विकिरण की कुल मात्रा:—

जैसा पैरा 12 में उपबन्धित है उसके सिवाय किसी विकिरण कर्मकार को उसके सम्पूर्ण शरीर, में जनन ग्रन्थियों या लाल अस्थि मज्जा में कुल मात्रा को निम्नलिखित सूत्र द्वारा व्यक्त किए गए मान से अधिक संचित करने की अनुज्ञा नहीं दी जाएगी—

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जहां D रेमों में कुल मात्रा है और N विकिरण कर्मकार की वर्णों में और वर्ष के अंश में, आयु है।

#### 4. एक वर्ष के विकिरण की कुल मात्रा:—

पैरा 3 के उपबन्धों में किसी बात के होते हुए भी, किसी कर्मकार को सामान्यतः किसी वर्ष में उसके सम्पूर्ण शरीर, जनन ग्रन्थियों या लाल अस्थिमज्जा में 5 रेम से अधिक विकिरण की कुल मात्रा संचित करने की अनुज्ञा नहीं दी जाएगी।

#### 5. तिमाही के लिए विकिरण की कुल मात्रा:—

किसी विकिरण कर्मकार को किसी तिमाही में उसके सम्पूर्ण शरीर, जनन ग्रन्थियों या लाल अस्थिमज्जा में 3 रेम से अधिक

विकिरण की कुल मात्रा प्राप्त करने की अनुज्ञा दी जा सकती है, परन्तु यह तब जब कि वह उपरोक्त पैरा 3 में विनिर्दिष्ट कुल मात्रा से अधिक न हो।

#### 6. किसी तिमाही में स्त्री विकिरण कर्मकार के लिए विकिरण की कुल मात्रा:—

किसी स्त्री विकिरण कर्मकार को, किसी तिमाही में उसके उदर में 1.3 रेम से अधिक विकिरण की कुल मात्रा संचय करने की अनुज्ञा नहीं दी जाएगी।

#### 7. विशेष परिस्थितियों में स्त्री विकिरण कर्मकार के लिए विकिरण की कुल मात्रा की सीमा:—

जा कभी यह ज्ञान हो कि कोई स्त्री विकिरण कर्मकार गर्भवती है तो यह सुनिश्चित किया जाएगा कि उसकी गर्भवस्था की शेष अवधि के दौरान गर्भ को विकिरण की कुल मात्रा 1 रेम से अधिक न हो।

#### 8. कतिपय मामलों में विकिरण की कुल मात्रा की उपधारणा:—

यदि कोई विकिरण कर्मकार उस तारीख से पूर्व विकिरण कार्य में लगाया गया है जिस तारीख को सक्षम प्राधिकारी नियमों में यथाविनिर्दिष्ट विकिरण प्रभाव अभिलेख रखना आरम्भ करता है तो सक्षम प्राधिकारी द्वारा यह उपधारणा की जाएगी कि उक्त तारीख तक कर्मकार ने अपने सम्पूर्ण शरीर, जनन ग्रन्थियों या लाल अस्थिमज्जा में पैरा 3 में दिए गए भूत की कुल मात्रा प्राप्त कर ली है।

#### 9. शरीर के कतिपय अंगों के लिए विकिरण की कुल मात्रा:—

जनन ग्रन्थियों और लाल अस्थिमज्जा में भिन्न शरीर के अंगों के लिए किसी भी विकिरण कर्मकार को:—

(क) किसी तिमाही में नीचे दी गई सारणी के स्तम्भ 2 में विनिर्दिष्ट मात्रा से अधिक कुल मात्रा प्राप्त करने की अनुज्ञा नहीं दी जाएगी;

(ख) किसी वर्ष में नीचे दी गई सारणी के स्तम्भ 3 में विनिर्दिष्ट मात्रा से अधिक कुल मात्रा प्राप्त करने की अनुज्ञा नहीं दी जाएगी;

#### सारणी

शरीर के अंग	किसी तिमाही में रेमों में कुल मात्रा	किसी एक वर्ष में रेमों में कुल मात्रा
1	2	3
त्वचा, अस्थि या अवट	15	30
हाथ और प्रकोष्ठ, पैर और टखने	40	75
अवट, जनन ग्रन्थियों और लाल रक्त मज्जा से भिन्न किसी आन्तरिक अंग पर सीमित प्रभाव	8	15

#### 10. एक तिमाही में अन्तर्ग्रहित रेडियो-न्यूक्लाइडों की संचालन सीमा:—

किसी विकिरण कर्मकार द्वारा रेडियो-न्यूक्लाइडों की एक तिमाही में अन्तर्ग्रहित संचालन सीमा अनुसूची में यथा-विनिर्दिष्ट होगी—

#### 11. रेडियो-एक्टिव सामग्रियों का विसर्जन:—

रेडियो-एक्टिव सामग्रियों के वातावरण में विसर्जन की योजना इस प्रकार बनाई जाएगी कि, उस क्षेत्र से भिन्न क्षेत्र में जहां रेडियोएक्टिव सामग्रियों का व्यवहार किया जाता है, वायु और जल में संद्रूपण की संचालन सीमाएं अनुसूची में विनिर्दिष्ट मानों से अधिक न हो।

#### 12. परिसंकटमय स्थितियों में विकिरण की कुल मात्रा और ऐसी स्थितियों, रेडियो-न्यूक्लाइडों का अन्तर्ग्रहण:—

(1) विकिरण प्रभाव या विकिरण सामग्री से संबंधित परिसंकटमय स्थितियों में किसी व्यक्ति को उसके सम्पूर्ण शरीर, जनन ग्रन्थियों या लाल अस्थिमज्जा में एक बार में ही 10 रेमों से अधिक की कुल मात्रा प्राप्त करने की अनुज्ञा दी जा सकती है।

(2) यदि ऐसी स्थिति में रेडियो न्यूक्लाइडों का अन्तर्ग्रहण आवश्यक हो जाता है तो ऐसे अन्तर्ग्रहण किए जाने के लिए अनुसूची में विनिर्दिष्ट विकिरण कर्मकारों के लिए तिमाही अन्तर्ग्रहण के किन्हीं मानों के चार गुने से अधिक की अनुज्ञा नहीं दी जाएगी।

#### अनुसूची

अन्तर्ग्रहण की संक्रिया-सीमा तथा जल और वायु में संद्रूपण के स्तर  
(कृपया पैराग्राफ 10, 11 और 12 देखें)

रेडियोएक्टिव न्यूक्लाइड	विकिरण कर्मचारियों के वैसासिक अन्तर्ग्रहण की संक्रिया सीमाओं के मान माइक्रोक्यूरियों में	निष्क्रिय क्षेत्रों में प्रति घन सेंटीमीटर वायु अथवा जल में संद्रूपण के स्तरों की संक्रिया सीमाओं के मान, माइक्रोक्यूरियों में	
(1)	(2)	वायु (3) जल (4)	
ट्राइटियम-3	$3.1 \times 10^3$	$3 \times 10^{-8}$	$3 \times 10^{-4}$
बेरियम-7	$7.5 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-4}$

(1)	(2)	(3)	(4)
कार्बन-14 . . . . .	$1.6 \times 10^8$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
क्लूरोरिन-18 . . . . .	$1.0 \times 10^8$	$3 \times 10^{-8}$	$2 \times 10^{-4}$
सोडियम-22 . . . . .	5.3	$1 \times 10^{-10}$	$4 \times 10^{-6}$
सोडियम-24 . . . . .	$5.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
सिलिकोन-31 . . . . .	$3.8 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
फास्फोरस-32 . . . . .	$3.8 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-6}$
संधक-35 . . . . .	$1.2 \times 10^2$	$3 \times 10^{-9}$	$6 \times 10^{-6}$
क्लोरीन-36 . . . . .	$1.4 \times 10$	$3 \times 10^{-10}$	$8 \times 10^{-8}$
स्मोरीन-38 . . . . .	$8.0 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
गार्मोन-37 . . . . .	..	$3 \times 10^{-5}$	..
गार्मोन-41 . . . . .	..	$4 \times 10^{-9}$	..
पोटेशियम-42 . . . . .	$4.0 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
कैल्शियम-45 . . . . .	$1.8 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-6}$
कैल्शियम-47 . . . . .	$6.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
स्कैन्डियम-46 . . . . .	$1.4 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
स्कैन्डियम-47 . . . . .	$1.8 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
स्कैन्डियम-48 . . . . .	$5.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
वैनेडियम-48 . . . . .	$3.5 \times 10$	$7 \times 10^{-10}$	$1 \times 10^{-5}$
क्रोमियम-51 . . . . .	$1.4 \times 10^3$	$3 \times 10^{-8}$	$7 \times 10^{-4}$
मैंगनीज-52 . . . . .	$6.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
मैंगनीज-54 . . . . .	$2.2 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-4}$
मैंगनीज-56 . . . . .	$2.0 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
लोह-55 . . . . .	$5.3 \times 10^2$	$8 \times 10^{-9}$	$2 \times 10^{-4}$
लोह-59 . . . . .	$3.3 \times 10$	$7 \times 10^{-10}$	$2 \times 10^{-5}$
कोबाल्ट-57 . . . . .	$1.0 \times 10^2$	$2 \times 10^{-9}$	$1 \times 10^{-4}$
कोबाल्ट-58 एम० . . . . .	$4.0 \times 10^3$	$1 \times 10^{-7}$	$7 \times 10^{-4}$
कोबाल्ट-58 . . . . .	$3.5 \times 10$	$7 \times 10^{-10}$	$3 \times 10^{-5}$
कोबाल्ट-60 . . . . .	5.5	$1 \times 10^{-10}$	$1 \times 10^{-5}$
निकेल-59 . . . . .	$2.9 \times 10^2$	$3 \times 10^{-9}$	$4 \times 10^{-5}$
निकेल-63 . . . . .	$4.0 \times 0$	$7 \times 10^{-10}$	$1 \times 10^{-5}$
निकेल-65 . . . . .	$2.0 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
तांबा-64 . . . . .	$4.2 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
जस्ता-65 . . . . .	$3.6 \times 10$	$4 \times 10^{-10}$	$1 \times 10^{-5}$
जस्ता-69 . . . . .	$1.2 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
जस्ता-69 . . . . .	$3.6 \times 10^3$	$7 \times 10^{-8}$	$7 \times 10^{-4}$
कैल्शियम-72 . . . . .	$7.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
जर्मेनियम-71 . . . . .	$3.2 \times 10^3$	$7 \times 10^{-8}$	$7 \times 10^{-4}$
ग्रासैनिक-73 . . . . .	$2.4 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-4}$
ग्रासैनिक-74 . . . . .	$7.8 \times 10$	$1 \times 10^{-9}$	$2 \times 10^{-5}$
ग्रासैनिक-76 . . . . .	$3.8 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
ग्रासैनिक-77 . . . . .	$1.6 \times 10^2$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
सिलीनियम-75 . . . . .	$7.6 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
ब्रोमीन-82 . . . . .	$7.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$

(1)	(2)	(3)	(4)
क्रिस्टान-85 एम	..	$1 \times 10^{-8}$	..
क्रिस्टान-85	..	$3 \times 10^{-8}$	..
क्रिस्टान-87	..	$2 \times 10^{-9}$	..
रुबिडियम-86	$4.2 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-6}$
रुबिडियम-87	$4.0 \times 10$	$7 \times 10^{-10}$	$2 \times 10^{-5}$
स्ट्रान्शियम-85 एम	$1.3 \times 10^4$	$3 \times 10^{-7}$	$2 \times 10^{-3}$
स्ट्रान्शियम-85	$6.6 \times 10$	$8 \times 10^{-10}$	$1 \times 10^{-5}$
स्ट्रान्शियम-89	$1.7 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-6}$
स्ट्रान्शियम-90	$7.3 \times 10$	$7 \times 10^{-12}$	$7 \times 10^{-8}$
स्ट्रान्शियम-91	$9.8 \times 10$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
स्ट्रान्शियम-92	$1.2 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
इट्रियम-90	$4.0 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
इट्रियम-91 एम	$6.8 \times 10^3$	$2 \times 10^{-7}$	$1 \times 10^{-3}$
इट्रियम-91	$2.0 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
इट्रियम-92	$1.2 \times 10^2$	$2 \times 10^{-9}$	$2 \times 10^{-5}$
इट्रियम-93	$5.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
जर्कोनियम-93	$8.0 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-4}$
जर्कोनियम-95	$2.0 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
जर्कोनियम-97	$3.6 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
नायोबियम-95 एम	$7.6 \times 10$	$1 \times 10^{-9}$	$1 \times 10^{-4}$
नायोबियम-95	$6.2 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
नायोबियम-97	$1.8 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
मालिबडोनियम-99	$7.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
टेक्नीशियम-96 एम	$1.8 \times 10^4$	$3 \times 10^{-7}$	$3 \times 10^{-3}$
टेक्नीशियम-96	$9.4 \times 10$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
टेक्नीशियम-97 एम	$9.5 \times 10$	$2 \times 10^{-9}$	$7 \times 10^{-5}$
टेक्नीशियम-97	$1.9 \times 10^2$	$3 \times 10^{-9}$	$3 \times 10^{-4}$
टेक्नीशियम-99	$5.6 \times 10^3$	$3 \times 10^{-7}$	$1 \times 10^{-3}$
टेक्नीशियम-99	$3.8 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
रूथीनियम-97	$7.0 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
रूथीनियम-103	$5.3 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
रूथीनियम-105	$2.0 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
रूथीनियम-106	3.5	$7 \times 10^{-11}$	$3 \times 10^{-6}$
रोडियम-103	$2.4 \times 10^4$	$7 \times 10^{-7}$	$3 \times 10^{-3}$
रोडियम-105	$2.0 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
पैलैडियम-103	$4.7 \times 10^2$	$1 \times 10^{-8}$	$1 \times 10^{-4}$
पैलैडियम-109	$1.4 \times 10^2$	$3 \times 10^{-8}$	$2 \times 10^{-5}$
चांदी-105	$5.1 \times 10$	$1 \times 10^{-2}$	$3 \times 10^{-5}$
चांदी-110 एम	6.4	$1 \times 10^{-10}$	$1 \times 10^{-5}$
चांदी-111	$8.6 \times 10$	$3 \times 10^{-9}$	$1 \times 10^{-5}$
कैडमियम-109	$3.3 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
कैडमियम-115 एम	$2.2 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
कैडमियम-115	$6.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
इन्डियम-113 एम	$2.6 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$

	1	2	3	4
इन्डियम-114 एम	.	$1.4 \times 10$	$2 \times 10^{-10}$	$7 \times 10^{-6}$
इन्डियम-115 एम	.	$7.4 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
टिन-113	.	$3.3 \times 10$	$7 \times 10^{-10}$	$3 \times 10^{-5}$
टिन-125	.	$3.4 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
ऐन्टिमनी-122	.	$5.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
ऐन्टिमनी-124	.	$1.2 \times 10$	$2 \times 10^{-10}$	$7 \times 10^{-6}$
ऐन्टिमनी-125	.	$1.7 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-5}$
टल्यूरियम-125	.	$8.0 \times 10$	$1 \times 10^{-9}$	$2 \times 10^{-5}$
टल्यूरियम-127	.	$2.6 \times 10$	$3 \times 10^{-10}$	$7 \times 10^{-6}$
टल्यूरियम-127	.	$3.4 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
टल्यूरियम-129	.	$2.0 \times 10$	$3 \times 10^{-10}$	$4 \times 10^{-6}$
टल्यूरियम-129	.	$1.6 \times 10^3$	$3 \times 10^{-8}$	$3 \times 10^{-4}$
टल्यूरियम-131	.	$7.4 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
टल्यूरियम-132	.	$4.2 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
प्रायोडीन-126	.	4.6	$1 \times 10^{-10}$	$7 \times 10^{-7}$
प्रायोडीन-129	.	$7.2 \times 10^{-1}$	$2 \times 10^{-11}$	$1 \times 10^{-7}$
प्रायोडीन-131	.	4.0	$1 \times 10^{-10}$	$7 \times 10^{-7}$
प्रायोडीन-132	.	$1.1 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
प्रायोडीन-133	.	$1.5 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-6}$
प्रायोडीन-134	.	$2.4 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
प्रायोडीन-135	.	$4.8 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
थोनान-131	.	—	$4.0 \times 10^{-8}$	—
थोनान-133	.	—	$3 \times 10^{-8}$	—
थोनान-135	.	—	$1 \times 10^{-8}$	—
सीज़ियम-131	.	$1.9 \times 10^3$	$3 \times 10^{-8}$	$2 \times 10^{-4}$
सीज़ियम-134 एम	.	$2.2 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
सीज़ियम-134	.	8.0	$1 \times 10^{-10}$	$9 \times 10^{-7}$
सीज़ियम-135	.	$5.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
सीज़ियम-136	.	$1.1 \times 10^2$	$1 \times 10^{-9}$	$9 \times 10^{-6}$
सीज़ियम-137	.	9.1	$2 \times 10^{-10}$	$2 \times 10^{-6}$
बैरियम-131	.	$2.2 \times 10^2$	$3 \times 10^{-9}$	$7 \times 10^{-5}$
बैरियम-140	.	$2.7 \times 10$	$3 \times 10^{-10}$	$7 \times 10^{-6}$
लैन्थानम-140	.	$4.8 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-6}$
सीरियम-141	.	$9.8 \times 10$	$2 \times 10^{-9}$	$3 \times 10^{-5}$
सीरियम-143	.	$8.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
सीरियम-144	.	4.0	$7 \times 10^{-11}$	$3 \times 10^{-6}$
प्रेज़िप्रोडीमियम-142	.	$6.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
प्रेज़िप्रोडीमियम-143	.	$9.8 \times 10$	$2 \times 10^{-9}$	$2 \times 10^{-5}$
नियोडीमियम-147	.	$1.2 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
नियोडीमियम-149	.	$5.6 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
प्रामीथियम-147	.	$4.0 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-5}$
प्रामीथियम-149	.	$8.8 \times 10$	$3 \times 10^{-9}$	$1 \times 10^{-5}$
समेरियम-147	.	$4.4 \times 10^{-2}$	$7 \times 10^{-13}$	$2 \times 10^{-9}$
समेरियम-151	.	$4.0 \times 10$	$7 \times 10^{-10}$	$1 \times 10^{-4}$

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समेरियम-153	$1.5 \times 10^2$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
यूरोपियम-152	$1.3 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
यूरोपियम-152	$1.5 \times 10^2$	$7 \times 10^{-11}$	$3 \times 10^{-5}$
यूरोपियम-154	2.4	$3 \times 10^{-11}$	$7 \times 10^{-6}$
यूरोपियम-155	$4.6 \times 10$	$5 \times 10^{-10}$	$7 \times 10^{-5}$
गडोलीनियम-153	$5.6 \times 10$	$1 \times 10^{-9}$	$7 \times 10^{-5}$
गडोलीनियम-159	$1.6 \times 10^2$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
टरबियम-160	$2.0 \times 10^2$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
डिस्प्रोशियम-165	$8.0 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
डिस्प्रोशियम-166	$7.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
होलमियम-166	$6.2 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
एरबियम-169	$1.9 \times 10^2$	$3 \times 10^{-9}$	$3 \times 10^{-5}$
एरबियम-171	$2.2 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
थूलियम-170	$2.2 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
थूलियम-171	$6.9 \times 10$	$1 \times 10^{-9}$	$2 \times 10^{-4}$
इटर्बियम-175	$2.2 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
ल्यूटिशियम-177	$2.0 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
हैफ़नियम-181	$2.4 \times 10$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
टैटालम-182	$1.4 \times 10$	$2 \times 10^{-10}$	$1 \times 10^{-5}$
टंगस्टन-181	$7.8 \times 10$	$1 \times 10^{-9}$	$1 \times 10^{-5}$
टंगस्टन-185	$9 \times 10$	$1 \times 10^{-9}$	$3 \times 10^{-5}$
टंगस्टन-187	$1.2 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
रीनियम-183	$9.8 \times 10$	$2 \times 10^{-9}$	$8 \times 10^{-5}$
रीनियम-186	$9.4 \times 10$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
रीनियम-187	—	$7 \times 10^{-9}$	$7 \times 10^{-4}$
रीनियम-188	$6.2 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
ओस्मियम-185	$2.9 \times 10$	$7 \times 10^{-10}$	$2 \times 10^{-5}$
ओस्मियम-191 एम	$4.8 \times 10^3$	$1 \times 10^{-7}$	$7 \times 10^{-4}$
ओस्मियम-191	$2.6 \times 10^2$	$3 \times 10^{-9}$	$7 \times 10^{-5}$
ओस्मियम-198	$1.1 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
इरिडियम-190	$2.6 \times 10^2$	$3 \times 10^{-9}$	$7 \times 10^{-5}$
इरिडियम-192	$1.6 \times 10$	$3 \times 10^{-10}$	$1 \times 10^{-5}$
इरिडियम-194	$6.0 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
प्लैटिनम-191	$2.2 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
प्लैटिनम-193 एम	$2.0 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
प्लैटिनम-193	$2.0 \times 10^2$	$3 \times 10^{-9}$	$3 \times 10^{-4}$
प्लैटिनम-197 एम	$1.9 \times 10^3$	$7 \times 10^{-8}$	$3 \times 10^{-4}$
प्लैटिनम-197	$2.2 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
सोना-196	$3.0 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
सोना-198	$9.2 \times 10$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
सोना-199	$3.2 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
पारद-197 एम	$3.4 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
पारद-197	$6.0 \times 10^2$	$1 \times 10^{-8}$	$1 \times 10^{-4}$
पारद-203	$3.6 \times 10$	$7 \times 10^{-10}$	$7 \times 10^{-6}$

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थैलियम-200	$4.4 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
थैलियम-201	$3.4 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
थैलियम-202	$1.4 \times 10^2$	$3 \times 10^{-9}$	$2 \times 10^{-5}$
थैलियम-204	$1.2 \times 10^2$	$3 \times 10^{-10}$	$2 \times 10^{-5}$
सीसा-203	$7.0 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
सीसा-210	$7.8 \times 10^{-2}$	$1 \times 10^{-12}$	$1 \times 10^{-8}$
सीसा-212	$1.2 \times 10$	$2 \times 10^{-10}$	$7 \times 10^{-6}$
बिस्मथ-206	$7.6 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
बिस्मथ-207	8.6	$2 \times 10^{-10}$	$2 \times 10^{-5}$
बिस्मथ-210	3.6	$7 \times 10^{-11}$	$1 \times 10^{-5}$
बिस्मथ-212	$6.0 \times 10$	$1 \times 10^{-9}$	$1 \times 10^{-4}$
पोलोनियम-210	$1.2 \times 10^{-1}$	$2 \times 10^{-12}$	$2 \times 10^{-7}$
एस्टेटाइन-211	3.4	$3 \times 10^{-11}$	$2 \times 10^{-7}$
रेडान-220	—	$3 \times 10^{-9}$	—
रेडान-222	—	$3 \times 10^{-9}$	—
रेडियम-223	$1.5 \times 10^{-1}$	$3 \times 10^{-12}$	$1 \times 10^{-7}$
रेडियम-224	$4.6 \times 10^{-1}$	$7 \times 10^{-12}$	$3 \times 10^{-7}$
रेडियम-226	$1.8 \times 10^{-2}$	$2 \times 10^{-13}$	$2 \times 10^{-9}$
रेडियम-228	$2.4 \times 10^{-2}$	$3 \times 10^{-13}$	$4 \times 10^{-9}$
ऐक्टिनियम-227	$1.5 \times 10^{-3}$	$3 \times 10^{-14}$	$6 \times 10^{-7}$
ऐक्टिनियम-228	$1.1 \times 10$	$2 \times 10^{-10}$	$3 \times 10^{-5}$
थोरियम-227	$1.1 \times 10^{-1}$	$2 \times 10^{-12}$	$7 \times 10^{-6}$
थोरियम-228	$3.8 \times 10^{-3}$	$7 \times 10^{-14}$	$2 \times 10^{-6}$
थोरियम-230	$1.4 \times 10^{-3}$	$3 \times 10^{-14}$	$7 \times 10^{-7}$
थोरियम-231	$4.6 \times 10^2$	$1 \times 10^{-8}$	$7 \times 10^{-5}$
थोरियम-232	$1.2 \times 10^{-3*}$	$2 \times 10^{-14}$	$7 \times 10^{-7}$
थोरियम-234	$2.0 \times 10$	$3 \times 10^{-10}$	$7 \times 10^{-6}$
थोरियम नेचुरल	$1.0 \times 10^{-3*}$	$2 \times 10^{-14}$	$3 \times 10^{-7}$
प्रोटोऐक्टिनियम-230	$4.9 \times 10^{-1}$	$1 \times 10^{-11}$	$7 \times 10^{-5}$
प्रोटोऐक्टिनियम 231	$7.1 \times 10^{-4}$	$1 \times 10^{-14}$	$3 \times 10^{-7}$
प्रोटोऐक्टिनियम 233	$1.1 \times 10^2$	$2 \times 10^{-9}$	$3 \times 10^{-5}$
यूरेनियम 230	$7.1 \times 10^{-2}$	$1 \times 10^{-12}$	$7 \times 10^{-7}$
यूरेनियम-232	$1.7 \times 10^{-2}$	$3 \times 10^{-13}$	$2 \times 10^{-7}$
यूरेनियम-233	$7.5 \times 10^{-2}$	$1 \times 10^{-12}$	$1 \times 10^{-6}$
यूरेनियम-234	$7.5 \times 10^{-2}$	$1 \times 10^{-12}$	$1 \times 10^{-6}$
यूरेनियम-235	$8.0 \times 10^{-2*}$	$1 \times 10^{-12}$	$1 \times 10^{-6}$
यूरेनियम-236	$7.8 \times 10^{-2}$	$1 \times 10^{-12}$	$1 \times 10^{-6}$
यूरेनियम-238	$4.6 \times 10^{-2*}$	$1 \times 10^{-12}$	$2 \times 10^{-7}$
यूरेनियम-नेचुरल	$4.0 \times 10^{-2*}$	$7 \times 10^{-13}$	$2 \times 10^{-7}$
यूरेनियम-240	$6.8 \times 10$	$2 \times 10^{-9}$	$1 \times 10^{-5}$
नेप्ट्यूनियम-237	$2.6 \times 10^{-3}$	$3 \times 10^{-14}$	$1 \times 10^{-6}$
नेप्ट्यूनियम-239	$2.6 \times 10^2$	$7 \times 10^{-9}$	$3 \times 10^{-5}$
प्लूटोनियम-238	$1.2 \times 10^{-3}$	$2 \times 10^{-14}$	$2 \times 10^{-6}$
प्लूटोनियम-239	$1.1 \times 10^{-3}$	$2 \times 10^{-14}$	$2 \times 10^{-6}$



	1	2	3	4
प्लूटोनियम-240	.	$1.1 \times 10^{-3}$	$2 \times 10^{-14}$	$2 \times 10^{-6}$
प्लूटोनियम-241	.	$5.6 \times 10^{-2}$	$1 \times 10^{-12}$	$7 \times 10^{-5}$
प्लूटोनियम-242	.	$1.1 \times 10^{-3}$	$2 \times 10^{-14}$	$2 \times 10^{-6}$
प्लूटोनियम-243	.	$6.8 \times 10^2$	$2 \times 10^{-8}$	$1 \times 10^{-4}$
प्लूटोनियम-247	.	$1.0 \times 10^{-3}$	$2 \times 10^{-14}$	$1 \times 10^{-6}$
एमेरिशियम-241	.	$3.6 \times 10^{-3}$	$5 \times 10^{-14}$	$1 \times 10^{-6}$
एमेरिशियम-242 एम	.	$3.5 \times 10^{-3}$	$5 \times 10^{-14}$	$1 \times 10^{-6}$
एमेरिशियम-242	.	$2.4 \times 10$	$3 \times 10^{-10}$	$3 \times 10^{-5}$
एमेरिशियम-243	.	$3.5 \times 10^{-3}$	$5 \times 10^{-14}$	$1 \times 10^{-6}$
एमेरिशियम-244	.	$2.6 \times 10^3$	$3 \times 10^{-8}$	$2 \times 10^{-3}$
क्यूरियम-242	.	$7.5 \times 10^{-2}$	$1 \times 10^{-12}$	$7 \times 10^{-6}$
क्यूरियम-243	.	$4.0 \times 10^{-3}$	$7 \times 10^{-14}$	$2 \times 10^{-6}$
क्यूरियम-244	.	$5.6 \times 10^{-3}$	$9 \times 10^{-14}$	$2 \times 10^{-6}$
क्यूरियम-245	.	$2.9 \times 10^{-3}$	$5 \times 10^{-14}$	$1 \times 10^{-6}$
क्यूरियम-246	.	$2.9 \times 10^{-3}$	$5 \times 10^{-14}$	$1 \times 10^{-6}$
क्यूरियम-247	.	$2.9 \times 10^{-3}$	$5 \times 10^{-14}$	$1 \times 10^{-6}$
क्यूरियम-248	.	$3.6 \times 10^{-4}$	$6 \times 10^{-15}$	$1 \times 10^{-7}$
क्यूरियम-249	.	$4.4 \times 10^3$	$1 \times 10^{-7}$	$7 \times 10^{-4}$
बर्केलियम-249	.	$5.8 \times 10^{-1}$	$1 \times 10^{-11}$	$2 \times 10^{-4}$
बर्केलियम-250	.	$9.1 \times 10$	$2 \times 10^{-9}$	$7 \times 10^{-5}$
कैलिफोर्नियम-249	.	$9.8 \times 10^{-4}$	$2 \times 10^{-14}$	$1 \times 10^{-6}$
कैलिफोर्नियम-250	.	$3.1 \times 10^{-3}$	$7 \times 10^{-14}$	$3 \times 10^{-6}$
कैलिफोर्नियम-251	.	$1.0 \times 10^{-3}$	$2 \times 10^{-14}$	$1 \times 10^{-6}$
कैलिफोर्नियम-252	.	$4.0 \times 10^{-3}$	$7 \times 10^{-14}$	$2 \times 10^{-6}$
कैलिफोर्नियम-253	.	$4.7 \times 10^{-1}$	$1 \times 10^{-11}$	$3 \times 10^{-5}$
कैलिफोर्नियम-254	.	$3.1 \times 10^{-3}$	$7 \times 10^{-14}$	$3 \times 10^{-8}$
ग्राइंस्टीनियम-253	.	$3.8 \times 10^{-1}$	$7 \times 10^{-12}$	$7 \times 10^{-6}$
ग्राइंस्टीनियम-254 एम	.	3.3	$7 \times 10^{-11}$	$7 \times 10^{-6}$
ग्राइंस्टीनियम-254	.	$1.2 \times 10^{-2}$	$2 \times 10^{-13}$	$3 \times 10^{-6}$
ग्राइंस्टीनियम-255	.	$2.6 \times 10^{-1}$	$3 \times 10^{-12}$	$1 \times 10^{-5}$
फर्मियम-254	.	$4.0 \times 10$	$7 \times 10^{-10}$	$3 \times 10^{-5}$
फर्मियम-255	.	6.7	$1 \times 10^{-10}$	$1 \times 10^{-5}$
फर्मियम-256	.	1.1	$2 \times 10^{-11}$	$3 \times 10^{-7}$

तिमाही अन्तर्ग्रहण के ये मान इस निर्बन्धन के भी अधीन होंगे कि किसी एक दिन में इन रेडियोएक्टिव न्यूक्लाइडों का कुल अन्तर्ग्रहण 2.5 मिलीग्राम से अधिक नहीं होगा।

त्रैमासिक ग्रहणों के इन मानों पर यह प्रतिबंध भी लगाया जाता है कि इन रेडियोएक्टिव-न्यूक्लाइडों में से किसी के भी मुख्य ग्रहण एक दिन में 2.5 मिलीग्राम से अधिक नहीं होंगी।

[सं० फा० 6/2(4)/71-पी०]

श्री० एस० राव,  
निदेशक, विकिरण बचाव निदेशालय।

## MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 7th January 1972

S.O. 896.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum products between the Haldia Port (District-Midnapore) and Rajbandh Delivery Point (District-Burdwan) of Indian Oil Corporation Limited (Pipelines) in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited (Pipelines) and that for the purpose of laying such pipelines it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by Sub-Section (i) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the said land may within 21 days from the date of this Notification object to the laying of pipelines under the land, to Competent Authority at 9, Syed Amir Ali Avenue (3rd Floor), Calcutta-17, in the office of the Indian Oil Corporation Limited (Pipelines). Every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

State—West Bengal      Dist.—Hooghly      Thana—Singur  
(Police Station)

Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)
BHOLA J.L. 55.	1437 Middle . . . . .	13
	1440 North-East . . . . .	03
	1446 North-East . . . . .	005
	1447 East . . . . .	02
	1449 East . . . . .	04
	1450 Middle . . . . .	31
	1452 South-West . . . . .	005
	1468 South-West . . . . .	005
	1469 Middle . . . . .	11
	1470 West . . . . .	01
	1472 East . . . . .	14
	1473 East . . . . .	06
	1479 East . . . . .	13
	1480 West . . . . .	01
	1483 West . . . . .	02
	1484 Middle . . . . .	11
	1485 West . . . . .	06
	1486 Middle . . . . .	13
	1487 East . . . . .	05
	1489 West . . . . .	05
	1490 Middle . . . . .	11
	1491 North . . . . .	03
	1509 East . . . . .	06
	1510 East . . . . .	005
	1512 East . . . . .	06
	1513 Middle . . . . .	10
	1514 West . . . . .	02
	1515 East . . . . .	10
	1516 West . . . . .	14
	1518 West . . . . .	10
	1519 East . . . . .	01
	1521 East . . . . .	09
	1522 West . . . . .	14
	1523 South-West . . . . .	01
	1564 West . . . . .	05
	1732 West . . . . .	13
	1734 West . . . . .	13
	1738 Middle . . . . .	10
	1739 East . . . . .	05
	1740 North-East . . . . .	01

Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)
MILKI J.L. 57.	229 East . . . . .	20
	232 North-East . . . . .	11
	234 East . . . . .	005
	235 North-East . . . . .	05
	236 North . . . . .	08
	237 North-East . . . . .	05
	238 South . . . . .	06
	239 South-West . . . . .	02
	298 South-West . . . . .	06
	299 South-West . . . . .	005
	301 South-West . . . . .	10
	302 South-West . . . . .	06
	313 South-West . . . . .	04
	314 Middle . . . . .	04
	315 Middle . . . . .	19
	316 North-East . . . . .	01
	317 North-East . . . . .	005
	333 North-East . . . . .	005
	334 Middle . . . . .	06
	335 South-West . . . . .	05
	336 East . . . . .	07
	339 East . . . . .	07
	341 East . . . . .	08
	354 North-East . . . . .	005
	355 North-East . . . . .	07
	356 South-West . . . . .	06
	357 North . . . . .	14
	358 East . . . . .	05
	377 North-East . . . . .	005
	380 Middle . . . . .	23
	381 West . . . . .	005
	382 West . . . . .	005
SATGARA J.L. 58.	350 North-East . . . . .	08
	351 Middle . . . . .	08
	352 North-East . . . . .	005
SANTOSH BATI J.L. 59.	200 North-West . . . . .	03
	201 Middle . . . . .	17
	202 East . . . . .	01
	203 East . . . . .	11
	207 North-East . . . . .	01
	208 East . . . . .	06
	209 West . . . . .	03
	210 Middle . . . . .	09
	211 East . . . . .	05
	212 Full . . . . .	11
	213 South-West . . . . .	01
	221 North . . . . .	02
	224 West . . . . .	08
	227 South-West . . . . .	005
	238 South West . . . . .	05
	239 Middle . . . . .	10
	240 East . . . . .	17
	243 Middle . . . . .	04
	244 North-East . . . . .	05
	266 East . . . . .	09
	267 Middle . . . . .	17
	270 West . . . . .	05
	271 South-West . . . . .	12
BALA RAM BATI J.L. 60.	1' South-West . . . . .	005
	7' South-West . . . . .	03
	8 North-East . . . . .	11
	9 South-West . . . . .	10
	10 Middle . . . . .	23
	15 East . . . . .	07
	16 North-East . . . . .	05
	17 Middle . . . . .	08
	41 West . . . . .	13
	75 South-West . . . . .	005
	76 South-West . . . . .	01
	77 Middle . . . . .	22
	78 East . . . . .	11
	85 Middle . . . . .	09
	86 West . . . . .	10

Village	Survey Nos. Plot Nos.) and description of land.	Extent (Area)	Village	Survey Nos. (Plot Nos.) and description of land.	Extent (Area)
BALA RAM BATI, J.L. 60— <i>contd.</i>	124 South West . . .	01	SRIRAMPUR J. L. 66— <i>contd.</i>	2723 North-East . . .	005
	125 Middle . . .	08		2724 East . . .	05
	126 North-East . . .	02		2725 Middle . . .	19
	127 East . . .	06		2726 East . . .	005
	128 Middle . . .	15		2839 East . . .	01
	130 South-West . . .	01		2840 East . . .	08
	131 Middle . . .	19		2841 West . . .	05
	132 North-East . . .	03		2844 Middle . . .	14
	201 North-East . . .	02		2845 West . . .	14
	202 South-West . . .	05		2846 East . . .	07
	203 South-West . . .	01		2852 East . . .	005
	205 South-West . . .	02		2853 East . . .	05
	206 Middle . . .	15		2854 Middle . . .	09
	241 East . . .	05		2855 Middle . . .	11
	245 North-East . . .	01		2856 West . . .	10
	246 Middle . . .	11		2863 West . . .	01
	247 East . . .	03		2864 East . . .	16
	249 North-East . . .	02		2865 West . . .	04
	250 Middle . . .	25		3401 East . . .	13
	259 West . . .	02		3402 North-East . . .	02
	260 Middle . . .	06		3403 Full . . .	07
	261 Middle . . .	10		3404 East . . .	005
	278 West . . .	06		3405 Middle . . .	06
	2173 Full . . .	03		3406 Middle . . .	10
MADHU BATI J.L. 65	9 East . . .	10		3407 West . . .	01
	10 South-West . . .	02		3408 East . . .	23
	11 Full . . .	06		3409 Full . . .	08
	12 South-West . . .	01		3410 Wests . . .	005
	14 Middle . . .	07		3411 Middle . . .	15
	16 East . . .	03		3412 east . . .	24
	17 South-West . . .	10		3422 East . . .	11
	18 West . . .	07		3423 East . . .	05
	746 East . . .	04		3467 West . . .	12
	744 Middle . . .	07		3468 Middle . . .	10
	745 West . . .	005		3469 Middle . . .	10
	746 West . . .	01		3470 South West . . .	005
SRIRAMPUR J.L. 66.	2524 East . . .	03		3471 Full . . .	08
	2525 North-East . . .	01		3472 West . . .	06
	2526 West . . .	03		3473 West . . .	03
	2527 North-East . . .	09		3474 West . . .	01
	2528 North-East . . .	01		3475 South West . . .	005
	2529 North-East . . .	01		3544 West . . .	01
	2533 East . . .	01		3545 West . . .	02
	2534 East . . .	06		3547 West . . .	05
	2535 Full . . .	01		3549 West . . .	11
	2536 East . . .	14		3550 East . . .	005
	2537 Middle . . .	15		3553 East . . .	12
	2538 Middle . . .	10		3554 Middle . . .	07
	2539 South-West . . .	01		3582 East . . .	04
	2540 Full . . .	06		3583 East . . .	04
	2541 Middle . . .	05		3584 Middle . . .	09
	2589 West . . .	05		3591 North-East . . .	005
	2593 West . . .	01		3592 West . . .	04
	2594 Full . . .	08		3593 East . . .	09
	2595 Full . . .	08		3594 East . . .	08
	2596 East . . .	06		3601 East . . .	04
	2597 East . . .	02		3603 Middle . . .	04
	2646 Middle . . .	07		3604 Middle . . .	04
	2647 Middle . . .	06		3614 East . . .	11
	2648 Middle . . .	07		3615 Middle . . .	12
	2692 North-East . . .	07		3616 West . . .	10
	2699 West . . .	02		3618 West . . .	01
	2701 West . . .	12		3619 Middle . . .	03
	2702 Middle . . .	14		3620 West . . .	16
	2703 East . . .	20		3621 Middle . . .	05
	2704 North-East . . .	01		3623 North-East . . .	01
	2711 North-East . . .	02		3626 East . . .	05
	2712 East . . .	05		3627 Middle . . .	07
	2713 East . . .	08		3646 West . . .	07
	2714 West . . .	04		3648 West . . .	01
	2718 West . . .	01		3649 East . . .	18
	2719 West . . .	04		3651 West . . .	07
	2720 West . . .	04		3663 East . . .	05
	2721 East . . .	12	BASUBATI J. L. 70.	743 North-East . . .	11
	2722 Middle . . .	10		744 South . . .	04
				748 West . . .	06

Village	Survey Nos. (Plot Nos.) and description of land.	Extent (Area)	Village	Survey Nos. (Plot Nos.) and description of land.	Extent (Area)
BASUBATI, J. L. 70 — <i>contd.</i>	750 Middle . . . . .	·22	BISHESWARBATI J. L. 72.— <i>contd.</i>	334 Middle . . . . .	·22
	751 East . . . . .	·16		335 East . . . . .	·04
	757 West . . . . .	·14		347 East . . . . .	·25
	758 West . . . . .	·13		358 Middle . . . . .	·07
	759 Middle . . . . .	·02		374 South-West . . . . .	·01
	773 South-West . . . . .	·02		375 West . . . . .	·01
	920 West . . . . .	·18		377 West . . . . .	·01
	921 West . . . . .	·20		378 West . . . . .	·02
	923 West . . . . .	·16		379 West . . . . .	·05
	924 Middle . . . . .	·11		382 West . . . . .	·005
	925 East . . . . .	·09		383 Middle . . . . .	·10
	926 North-East . . . . .	·01		384 North . . . . .	·005
	938 South-West . . . . .	·08		385 Middle . . . . .	·15
GOHAILPOTA J. L. 71.	243 East . . . . .	·02		386 West . . . . .	·14
	246 East . . . . .	·06		509 West . . . . .	·09
	247 North . . . . .	·03		559 Middle . . . . .	·03
BISHESWARBATI J. L. 72.	5 West . . . . .	·01		574 East . . . . .	·10
	6 West . . . . .	·03		575 Middle . . . . .	·12
	7 East . . . . .	·07		578 East . . . . .	·02
	9 East . . . . .	·08		579 East . . . . .	·005
	10 Middle . . . . .	·11		582 Middle . . . . .	·07
	11 Middle . . . . .	·06		583 Middle . . . . .	·07
	12 South-West . . . . .	·01		584 Middle . . . . .	·10
	14 North-East . . . . .	·04	JAGATNAGAR J. L. 73.	1869 South-West . . . . .	·005
	15 Middle . . . . .	·19		1871 Middle . . . . .	·22
	16 West . . . . .	·08		1873 East . . . . .	·05
	149 West . . . . .	·05		1875 North-East . . . . .	·005
	156 East . . . . .	·08		1877 East . . . . .	·05
	153 Middle . . . . .	·05		2022 North-East . . . . .	·05
	184 East . . . . .	·02		2023 East . . . . .	·02
	185 West . . . . .	·04		2024 Middle . . . . .	·03
	188 West . . . . .	·05		2025 West . . . . .	·08
	189 West . . . . .	·17		2032 Middle . . . . .	·11
	190 Middle . . . . .	·19		2033 North-East . . . . .	·04
	191 East . . . . .	·14		2034 North-East . . . . .	·005
	193 Middle . . . . .	·14		2035 Middle . . . . .	·14
	194 Middle . . . . .	·06		2036 West . . . . .	·02
	195 West . . . . .	·01		2037 West . . . . .	·03
	197 Middle . . . . .	·13		2230 West . . . . .	·02
	198 Middle . . . . .	·07		3537 Middle . . . . .	·09
	199 North-West . . . . .	·01			
	201 West . . . . .	·02			
	203 West . . . . .	·01			
	208 North-West . . . . .	·005			
	209 West . . . . .	·02			
	214 South-East . . . . .	·005			
	215 West . . . . .	·11			
	216 Middle . . . . .	·08			
	217 South . . . . .	·03			
	218 Middle . . . . .	·15			
	219 East . . . . .	·03			
	220 South-East . . . . .	·005			
	221 East . . . . .	·07			
	222 West . . . . .	·06			
	223 North-East . . . . .	·01			
	224 East . . . . .	·06			
	225 North-East . . . . .	·01			
	242 East . . . . .	·09			
	273 East . . . . .	·005			
	274 East . . . . .	·13			
	275 East . . . . .	·08			
	295 East . . . . .	·01			
	296 Middle . . . . .	·11			
	297 Middle . . . . .	·20			
	309 West . . . . .	·04			
	310 West . . . . .	·11			
	311 East . . . . .	·01			
	313 Middle . . . . .	·10			
	314 West . . . . .	·12			
	315 West . . . . .	·24			
	317 West . . . . .	·02			
	318 West . . . . .	·10			
	319 West . . . . .	·06			
	330 West . . . . .	·18			
	333 West . . . . .	·21			

[No. 11(5)/71-Lab.&amp;Legis.]

पेट्रोलियम और रसायन मंत्रालय

नई दिल्ली, 7 जनवरी, 1972

का० प्रा० सं० 896—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोक हित में यह आवश्यक है कि हल्दिया पोर्ट (जिला मिर्जापुर) और पश्चिम बंगाल राज्य में भारतीय तेल निगम (पाइपलाइन्स) के राजबन्ध वितरण केन्द्र (जिला बरवान) के बीच पेट्रोलियम उत्पादकों के परिवहन के लिये पाइपलाइन भारतीय तेल निगम (पाइपलाइन्स) द्वारा बिछाई जानी चाहिए और ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पाबद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है ;

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद् द्वारा घोषित किया है।

उक्त भूमि में हितबद्ध कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप भारतीय तेल निगम लि० (पाइपलाइन्स) के कार्यालय में सक्षम प्राधिकारी, 9, सैयद अमीर अली एवम्

(तीसरी मंजिल), कलकत्ता-17 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा। ऐसे आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की माफत।

### अनुसूची

राज्य-पश्चिमी बंगाल, जिला हुगली, थाना सिंगर (पुलिस स्टेशन)

गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	और भूमि का विवरण	सीमा (क्षेत्र)
भोला	1437	मध्य	.13
जे० एल०	1440	उत्तर-पूर्व	.03
55	1446	उत्तर-पूर्व	.005
	1447	पूर्व	.02
	1449	पूर्व	.04
	1450	मध्य	.31
	1452	दक्षिण पश्चिम	.005
	1468	दक्षिण पश्चिम	.005
	1469	मध्य	.11
	1470	पश्चिम	.01
	1472	पूर्व	.14
	1473	पूर्व	.06
	1479	पूर्व	.13
	1480	पश्चिम	.01
	1483	पश्चिम	.02
	1484	मध्य	.11
	1485	पश्चिम	.06
	1486	मध्य	.13
	1487	पूर्व	.05
	1489	पश्चिम	.05
	1490	मध्य	.11
	1491	उत्तर	.03
	1509	पूर्व	.06
	1510	पूर्व	.005
	1512	पूर्व	.06
	1513	मध्य	.10
	1514	पश्चिम	.02
	1515	पूर्व	.10
	1516	पश्चिम	.14
	1518	पश्चिम	.10
	1519	पूर्व	.01
	1521	पूर्व	.09
	1522	पश्चिम	.14

गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	और भूमि का विवरण	सीमा (क्षेत्र)
भोला	1523	दक्षिण पश्चिम	.01
जे० एल०	1564	पश्चिम	.06
55—जारी	1732	पश्चिम	.05
	1734	पश्चिम	.13
	1738	मध्य	.10
	1739	पूर्व	.08
	1740	उत्तर-पूर्व	.01
मिलकी	229	पूर्व	.20
जे० एल०	232	उत्तर-पूर्व	.11
57	234	पूर्व	.005
	235	उत्तर-पूर्व	.05
	236	उत्तर	.08
	237	उत्तर-पूर्व	.05
	238	दक्षिण	.06
	239	दक्षिण-पश्चिम	.02
	298	दक्षिण-पश्चिम	.06
	299	दक्षिण-पश्चिम	.005
	301	दक्षिण-पश्चिम	.10
	302	दक्षिण-पश्चिम	.06
	313	दक्षिण-पश्चिम	.04
	314	मध्य	.04
	315	मध्य	.19
	316	उत्तर-पूर्व	.01
	317	उत्तर-पूर्व	.005
	333	उत्तर-पूर्व	.005
	334	मध्य	.06
	335	दक्षिण-पश्चिम	.05
	336	पूर्व	.07
	339	पूर्व	.07
	341	पूर्व	.08
	354	उत्तर-पूर्व	.005
	355	उत्तर-पूर्व	.07
	356	दक्षिण-पश्चिम	.06
	357	उत्तर	.14
	358	पूर्व	.05
सिंगरा	350	उत्तर-पूर्व	.08
जे० एल०	351	मध्य	.08
58	352	उत्तर-पूर्व	.005
	377	उत्तर-पूर्व	.005
	380	मध्य	.23
	381	पश्चिम	.005
	382	पश्चिम	.005

गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	सीमा (क्षेत्र)
और भूमि का विवरण			और भूमि का विवरण		
संतोषी बाटी	200 उत्तर-पूर्व	.03	बालाराम बाटी	128 मध्य	.15
जे० एल०	201 मध्य	.17	जे० एल० 60	130 दक्षिण-पश्चिम	.01
59	202 पूर्व	.01	—जारी	131 मध्य	.19
	203 पूर्व	.11		132 उत्तर-पूर्व	.03
	207 उत्तर-पूर्व	.01		201 उत्तर-पूर्व	.02
	208 पूर्व	.06		202 दक्षिण-पश्चिम	.05
	209 पश्चिम	.03		203 दक्षिण-पश्चिम	.01
	210 मध्य	.09		205 दक्षिण-पश्चिम	.02
	211 पूर्व	.05		206 मध्य	.15
	212 पूर्व	.11		241 पूर्व	.05
	213 दक्षिण-पश्चिम	.01		245 उत्तर-पूर्व	.01
	221 उत्तर	.02		246 मध्य	.11
	224 पश्चिम	.08		247 पूर्व	.03
	227 दक्षिण-पश्चिम	.005		249 उत्तर-पूर्व	.02
	238 दक्षिण-पश्चिम	.05		250 मध्य	.25
	239 मध्य	.10		259 पश्चिम	.02
	240 पूर्व	.17		260 मध्य	.06
	243 मध्य	.04		261 मध्य	.10
	244 उत्तर-पूर्व	.05		278 पश्चिम	.06
	266 पूर्व	.09		2173 पूर्व	.03
	267 मध्य	.17	मधुवाटी	9 पूर्व	.10
	270 पश्चिम	.05	जे० एल०	10 दक्षिण-पश्चिम	.02
	271 दक्षिण-पश्चिम	.12	65	11 पूर्ण	.06
बालाराम बाटी	1 दक्षिण-पश्चिम	.005		12 दक्षिण-पश्चिम	.01
जे० एल०	7 दक्षिण-पश्चिम	.03		14 मध्य	.07
60	8 उत्तर-पूर्व	.11		16 पूर्व	.03
	9 दक्षिण-पश्चिम	.10		17 दक्षिण-पश्चिम	.10
	10 मध्य	.23		18 पश्चिम	.07
	15 पूर्व	.07		736 पूर्व	.04
	16 उत्तर-पूर्व	.05		744 मध्य	.07
	17 मध्य	.08		745 पश्चिम	.005
	41 पश्चिम	.13		746 पश्चिम	.01
	75 दक्षिण-पश्चिम	.005	धौरामपुर	2524 पूर्व	.03
	76 दक्षिण-पश्चिम	.01	जे० एल०	2525 उत्तर-पूर्व	.01
	77 मध्य	.22	66	2526 पश्चिम	.03
	78 पूर्व	.11		2527 उत्तर-पूर्व	.09
	85 मध्य	.09		2528 उत्तर-पूर्व	.01
	86 पश्चिम	.10		2529 उत्तर-पूर्व	.01
	124 दक्षिण-पश्चिम	.01		2533 पूर्व	.01
	125 मध्य	.08		2534 पूर्व	.06
	126 उत्तर-पूर्व	.02		2535 पूर्व	.01
	127 पूर्व	.06		2536 पूर्व	.14

गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	और भूमि का विवरण	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	और भूमि का विवरण	सीमा (क्षेत्र)
श्री रामपुर	2537	मध्य	.15	श्री रामपुर	3474	पश्चिम	.01
जे० एल०	2538	मध्य	.10	जे० एल०	3475	दक्षिण-पश्चिम	.005
66—जारी	2539	दक्षिण-पश्चिम	.01	66—जारी	2863	पश्चिम	.01
	2540	पूर्व	.06		2864	पूर्व	.16
	2541	मध्य	.05		2865	पश्चिम	.04
	2589	पश्चिम	.05		3401	पूर्व	.04
	2593	पश्चिम	.01		3402	उत्तर-पूर्व	.02
	2594	पूर्व	.08		3403	पूर्व	.07
	2595	पूर्व	.08		3404	पूर्व	.005
	2596	पूर्व	.06		3405	मध्य	.06
	2597	पूर्व	.02		3406	मध्य	.10
	2646	मध्य	.07		3407	पश्चिम	.01
	2647	मध्य	.06		3408	पूर्व	.23
	2648	मध्य	.07		3409	पूर्व	.08
	2692	उत्तर-पूर्व	.07		3410	पश्चिम	.005
	2699	पश्चिम	.02		3411	मध्य	.15
	2855	मध्य	.11		3412	पूर्व	.24
	2856	पश्चिम	.10		3422	पूर्व	.11
	2701	पश्चिम	.12		3423	पूर्व	.005
	2702	मध्य	.14		3467	पश्चिम	.12
	2703	पूर्व	.20		3468	मध्य	.10
	2704	उत्तर-पूर्व	.01		3469	मध्य	.10
	2711	उत्तर-पूर्व	.02		3470	दक्षिण-पश्चिम	.005
	2712	पूर्व	.05		3471	पूर्व	.08
	2713	पूर्व	.08		3472	पश्चिम	.06
	2714	पश्चिम	.04		3473	पश्चिम	.03
	2718	पश्चिम	.01		3623	उत्तर-पूर्व	.01
	2719	पश्चिम	.04		3627	मध्य	.07
	2720	पश्चिम	.04		3648	पश्चिम	.01
	2721	पूर्व	.12		3651	पश्चिम	.07
	2722	मध्य	.10		3544	पश्चिम	.01
	2723	उत्तर-पूर्व	.005		3545	पश्चिम	.005
	2724	पूर्व	.05		3547	पश्चिम	.02
	2725	मध्य	.19		3549	पश्चिम	.11
	2726	पूर्व	.005		3550	पूर्व	.005
	2839	पूर्व	.01		3553	पूर्व	.005
	2840	पूर्व	.08		3554	मध्य	.17
	2841	पश्चिम	.05		3582	पूर्व	.04
	2844	मध्य	.14		3583	पूर्व	.04
	2845	पश्चिम	.14		3584	मध्य	.09
	2846	पूर्व	.07		3591	उत्तर-पूर्व	.005
	2852	पूर्व	.005		3592	पश्चिम	.04
	2853	पूर्व	.05		3593	पूर्व	.09
	2854	मध्य	.09				

गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	मीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	मीमा (क्षेत्र)
और भूमि का विवरण			और भूमि का विवरण		
श्रीराम पुर	3594 पूर्व	.08	विश्वेश्वर बाटी	12 दक्षिण-पश्चिम	.01
जे० एल० 66	3601 पूर्व	.04	ज० एल० 72-जारी	14 उत्तर-पूर्व	.04
—जारी	3603 मध्य	.04		15 मध्य	.19
	3604 मध्य	.04		16 पश्चिम	.08
	3614 पूर्व	.11		149 पश्चिम	.05
	3615 मध्य	.12		150 पूर्व	.08
	3616 पश्चिम	.10		153 मध्य	.05
	3618 पश्चिम	.01		184 पूर्व	.02
	3619 मध्य	.03		185 पश्चिम	.04
	3620 पश्चिम	.16		188 पश्चिम	.05
	3621 मध्य	.05		189 पश्चिम	.17
	3626 पूर्व	.05		190 मध्य	.19
	3646 पश्चिम	.07		191 पूर्व	.14
	3649 पूर्व	.18		193 मध्य	.14
	3663 पूर्व	.05		194 मध्य	.06
				195 पश्चिम	.01
बासुबाटी	743 उत्तर-पूर्व	.11		197 मध्य	.13
जे० एल०	744 दक्षिण	.04		198 मध्य	.07
70	748 पश्चिम	.06		199 उत्तर-पश्चिम	.01
	750 मध्य	.22		201 पश्चिम	.02
	751 पूर्व	.16		203 पश्चिम	.01
	757 पश्चिम	.14		317 पश्चिम	.02
	758 पश्चिम	.13		318 पश्चिम	.10
	759 मध्य	.02		208 उत्तर-पश्चिम	.005
	773 दक्षिण-पश्चिम	.02		209 पश्चिम	.02
	920 पश्चिम	.18		214 दक्षिण-पूर्व	.005
	921 पश्चिम	.20		215 पश्चिम	.11
	923 पश्चिम	.16		216 मध्य	.08
	924 मध्य	.11		217 दक्षिण	.03
	925 पूर्व	.09		218 मध्य	.15
	926 उत्तर-पूर्व	.01		219 पूर्व	.03
	938 दक्षिण-पश्चिम	.08		220 दक्षिण-पूर्व	.005
				221 पश्चिम	.07
बोहलपोटा	243 पूर्व	.02		222 पश्चिम	.06
जे० एल०	246 पूर्व	.06		223 उत्तर-पूर्व	.01
71	247 उत्तर	.03		224 पूर्व	.06
				225 उत्तर-पूर्व	.01
विश्वेश्वर बाटी	5 पश्चिम	.01		242 पूर्व	.09
जे० एल०	6 पश्चिम	.03		273 पूर्व	.005
72	7 पूर्व	.07		274 पूर्व	.13
	9 पूर्व	.08		275 पूर्व	.08
	10 मध्य	.11		295 पूर्व	.01
	11 मध्य	.06		296 मध्य	.11



गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या)	सीमा (क्षेत्र)
ग्राम भूमि का विवरण			ग्राम भूमि का विवरण		
विश्वेश्वर बाटी	297 मध्य	.20	जगत नगर	2032 मध्य	.11
जे० एल०	309 पश्चिम	.04	जे० एल०	2033 उत्तर-पूर्व	.04
72—जारी	310 पश्चिम	.11	73—जारी	2034 उत्तर-पूर्व	.005
	311 पूर्व	.01		2035 मध्य	.14
	313 मध्य	.10		2036 पश्चिम	.02
	314 पश्चिम	.12		2037 पश्चिम	.03
	315 पश्चिम	.24		2230 पश्चिम	.02
	583 मध्य	.07		3537 मध्य	.09
	584 मध्य	.10			
	319 पश्चिम	.06			
	333 पश्चिम	.21			
	335 पूर्व	.04			
	358 मध्य	.07			
	375 पश्चिम	.01			
	378 पश्चिम	.02			
	382 पश्चिम	.005			
	384 उत्तर	.005			
	386 पश्चिम	.14			
	509 पश्चिम	.09			
	574 पूर्व	.01			
	578 पूर्व	.02			
	582 मध्य	.07			
	330 पश्चिम	.18			
	334 मध्य	.22			
	347 पूर्व	.25			
	374 दक्षिण-पश्चिम	.01			
	377 पश्चिम	.01			
	379 पश्चिम	.05			
	383 मध्य	.10			
	385 मध्य	.15			
	559 मध्य	.03			
	585 मध्य	.12			
	579 पूर्व	.005			
जगतनगर	1869 दक्षिण-पश्चिम	.005			
जे० एल०	1871 मध्य	.22			
73	1873 पूर्व	.05			
	1875 उत्तर-पूर्व	.005			
	1877 पूर्व	.05			
	2022 उत्तर-पूर्व	.05			
	2023 पूर्व	.02			
	2024 मध्य	.03			
	2025 पश्चिम	.08			

[संख्या 11 (5)/71-लेबर एण्ड लेजिस]

S.O. 897.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transport of Petroleum products between the Haldia Port (District-Midnapore) and Rajbandh Delivery Point (District-Burdwan) of Indian Oil Corporation Limited (Pipelines) in West Bengal State, pipelines should be laid by the Indian Oil Corporation Limited (Pipelines) and that for the purpose of laying such pipelines it is necessary to acquire the right of user in the land described in the schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by Sub-Section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962) the Central Government hereby declares its intention to acquire the right of user therein.

Any person interested in the said land may within 21 days from the date of this Notification object to the laying of pipelines under the land, to Competent Authority at 9, Syed Amir Ali Avenue (3rd Floor), Calcutta-17, in the office of the Indian Oil Corporation Limited (Pipelines). Every person making such an objection shall also state specifically whether he wishes to be heard in person or by legal practitioner.

## SCHEDULE

State—West Bengal Dist—Hooghly Thana—Haripal (Police Station)

Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)
GAJA	135 Middle . . .	.26
J. L. 92.	137 West . . .	.06
	138 East . . .	.11
	139 Full . . .	.02
	140 Full . . .	.03
	141 East . . .	.01
	161 North-East . . .	.005
	166 East . . .	.05
	167 East . . .	.07
	169 East . . .	.12
	170 Middle . . .	.14
	171 South-West . . .	.005
	176 West . . .	.05
	177 West . . .	.07
	178 West . . .	.10
	200 West . . .	.05
	205 South-West . . .	.02
	207 West . . .	.09
	208 Middle . . .	.20
	209 North-East . . .	.03

Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)	Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)
GAJA, J.L. 92— <i>contd.</i>	210 West . . . . .	07	DILALPUR, J.L. III Sheet 2— <i>contd.</i>	2348 North-East . . . . .	02
	211 East . . . . .	12		2349 South . . . . .	06
	220 East . . . . .	19		2354 North-East . . . . .	12
	304 North-East . . . . .	16		2355 North . . . . .	005
	316 South-West . . . . .	02		2356 Middle . . . . .	05
	317 East . . . . .	09		2364 South . . . . .	06
	318 Full . . . . .	06		2365 South . . . . .	06
	319 South-West . . . . .	02		2369 South-West . . . . .	04
	320 Middle . . . . .	20		2810 West . . . . .	01
	332 South-West . . . . .	01		2884 North-East . . . . .	12
	333 East . . . . .	28		2908 South-West . . . . .	005
	334 North-East . . . . .	06	KASIMERPUR J. L. 112	15 North-East . . . . .	005
	335 West . . . . .	16		16 Middle . . . . .	20
	355 West . . . . .	09		17 Middle . . . . .	13
	356 West . . . . .	39		18 South-West . . . . .	02
	358 North-East . . . . .	05		19 Middle . . . . .	13
	359 West . . . . .	17		21 West . . . . .	03
	1028 North-East . . . . .	01		28 West . . . . .	22
	1029 East . . . . .	02		115 South-West . . . . .	01
	1031 East . . . . .	03		116 South-West . . . . .	01
	1032 Middle . . . . .	16		117 Middle . . . . .	08
	1034 West . . . . .	05		118 North-East . . . . .	04
	1035 Middle . . . . .	19		120 Middle . . . . .	14
	1036 West . . . . .	005		121 Middle . . . . .	11
	1069 West . . . . .	05		122 West . . . . .	07
	1077 Middle . . . . .	35		123 West . . . . .	06
	1078 North-East . . . . .	005		125 West . . . . .	05
	1080 East . . . . .	06		126 Middle . . . . .	09
DILALPUR J.L. III Sheet—2.	1126 West . . . . .	02		127 East . . . . .	03
	1129 North-East . . . . .	02		128 North-East . . . . .	01
	1130 Middle . . . . .	09		129 North-East . . . . .	04
	1131 South-West . . . . .	05		176 East . . . . .	04
	1132 West . . . . .	10		179 North-East . . . . .	005
	1178 South-West . . . . .	17		190 North-East . . . . .	01
	1179 North-East . . . . .	06		191 Middle . . . . .	12
	1182 North-East . . . . .	01		192 Middle . . . . .	38
	1183 Middle . . . . .	23		193 West . . . . .	08
	1186 South-West . . . . .	07		199 South-West . . . . .	01
	1198 South-West . . . . .	04		200 Middle . . . . .	09
	1199 Middle . . . . .	09		201 East . . . . .	05
	1200 North . . . . .	07		205 East . . . . .	005
	1201 North-East . . . . .	005		211 North-East . . . . .	005
	1271 North-East . . . . .	03		212 East . . . . .	05
	1272 Middle . . . . .	07		213 West . . . . .	26
	1274 West . . . . .	08		255 Middle . . . . .	19
	1275 South . . . . .	03		257 West . . . . .	10
	1278 East . . . . .	02		258 West . . . . .	05
	1279 North-East . . . . .	01		260 South-West . . . . .	005
	1280 East . . . . .	04		261 Middle . . . . .	05
	1281 East . . . . .	09		262 Middle . . . . .	06
	1282 Full . . . . .	09		263 Middle . . . . .	04
	1286 West . . . . .	04		264 West . . . . .	08
	1287 West . . . . .	08		265 Full . . . . .	03
	1288 East . . . . .	01		266 Full . . . . .	01
	1289 East . . . . .	05		267 Full . . . . .	01
	1290 Middle . . . . .	07		268 Middle . . . . .	01
	1291 West . . . . .	04		269 East . . . . .	01
	1292 South-West . . . . .	01		270 North-East . . . . .	005
	2168 South . . . . .	03		272 North-East . . . . .	03
	2197 West . . . . .	02		273 East . . . . .	05
	2198 South-West . . . . .	005		729 East . . . . .	03
	2199 Full . . . . .	12		730 North-East . . . . .	01
	2200 West . . . . .	05		735 Middle . . . . .	38
	2201 Full . . . . .	06		737 South-West . . . . .	005
	2202 East . . . . .	05		738 West . . . . .	01
	2203 East . . . . .	03		739 Middle . . . . .	16
	2322 Full . . . . .	03		742 North-East . . . . .	07
	2323 West . . . . .	04		761 East . . . . .	17
	2326 South-West . . . . .	005		762 Middle . . . . .	08
	2327 South-West . . . . .	04		763 South . . . . .	02
	2328 Full . . . . .	06		767 South . . . . .	04
	2329 West . . . . .	17		768 Middle . . . . .	11
	2330 North-East . . . . .	03		769 North-East . . . . .	02
	2344 North-East . . . . .	005		770 North-East . . . . .	005
	2345 West . . . . .	02		771 Middle . . . . .	13
	2346 South-West . . . . .	05		772 West . . . . .	06
	2347 Full . . . . .	01		773 North-East . . . . .	05
				777 Middle . . . . .	03

Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)	Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)
KASIMERPUR J.L. 112— <i>contd.</i>	1249 Middle . . . . .	.09	PURBAGOPI- NATHPUR J.L. 117— <i>contd.</i>	345 Middle . . . . .	.12
	1250 South-West . . . . .	.01		346 Middle . . . . .	.10
	1292 Middle . . . . .	.11		347 Middle . . . . .	.10
	1302 East . . . . .	.04		348 North-East . . . . .	.005
	1303 Middle . . . . .	.10		349 East . . . . .	.04
	1328 Middle . . . . .	.03		350 West . . . . .	.10
BANDIPUR J.L. 113	2313 East . . . . .	.07		352 Middle . . . . .	.06
	2343 North-East . . . . .	.01		353 West . . . . .	.04
	2345 North-East . . . . .	.01		356 South-West . . . . .	.005
	2346 Middle . . . . .	.09		357 South-West . . . . .	.04
	2349 West . . . . .	.06		358 North-East . . . . .	.05
	2350 North-East . . . . .	.05		366 East . . . . .	.06
	2351 West . . . . .	.03		368 North-East . . . . .	.04
	2352 West . . . . .	.05		369 Middle . . . . .	.03
	2353 Middle . . . . .	.06		370 East . . . . .	.01
	2354 East . . . . .	.06		371 East . . . . .	.05
	2355 North-East . . . . .	.01		372 West . . . . .	.11
	2362 North-East . . . . .	.03		373 West . . . . .	.02
	2363 North . . . . .	.03		374 West . . . . .	.03
	2364 North . . . . .	.04		382 South-West . . . . .	.02
	2365 Middle . . . . .	.06		388 West . . . . .	.14
	2366 North-East . . . . .	.04		389 Middle . . . . .	.16
	2367 South-West . . . . .	.12		390 North-East . . . . .	.01
	2368 South-West . . . . .	.02		403 North-East . . . . .	.01
	2389 South-West . . . . .	.01		404 North-East . . . . .	.02
	2390 West . . . . .	.02		405 North-East . . . . .	.08
	2391 West . . . . .	.15		406 West . . . . .	.10
	2406 South-West . . . . .	.09		407 South-West . . . . .	.01
	2407 North-East . . . . .	.13		408 Middle . . . . .	.10
	2308 North-East . . . . .	.01		409 North-East . . . . .	.03
	2421 North-East . . . . .	.04		411 North-East . . . . .	.005
	2422 South-West . . . . .	.005		417 North-East . . . . .	.01
	2423 Middle . . . . .	.44		418 North . . . . .	.08
	2424 North-East . . . . .	.005		419 Middle . . . . .	.10
	2459 North-East . . . . .	.09		420 South . . . . .	.05
	2465 North-East . . . . .	.07		421 South . . . . .	.02
	2466 South-West . . . . .	.06		422 South-West . . . . .	.005
	2469 West . . . . .	.11		425 South-West . . . . .	.005
	2470 North-East . . . . .	.09		436 South-West . . . . .	.06
	2471 South-West . . . . .	.03		437 North-East . . . . .	.08
	2477 South-West . . . . .	.01		438 South-West . . . . .	.03
	2516 Middle . . . . .	.02		439 North-East . . . . .	.07
	2686 South-West . . . . .	.005		441 West . . . . .	.02
	2690 Middle . . . . .	.19		442 West . . . . .	.13
	2691 South-West . . . . .	.05		444 North-East . . . . .	.01
	2692 East . . . . .	.04		445 Middle . . . . .	.14
	2693 North-East . . . . .	.05		449 North-East . . . . .	.18
	2695 North-East . . . . .	.01		450 South-West . . . . .	.14
	2696 Middle . . . . .	.28		455 West . . . . .	.01
	2697 South-West . . . . .	.04		807 South-West . . . . .	.005
	2700 South-West . . . . .	.04		808 South-West . . . . .	.005
	2701 Middle . . . . .	.18		809 West . . . . .	.00
	2831 South-West . . . . .	.06		810 Middl . . . . .	.12
	2833 Middle . . . . .	.08		1203 South-West . . . . .	.005
	2834 North-East . . . . .	.01		1206 Middl . . . . .	.11
	2835 Middle . . . . .	.08		1207 Middl . . . . .	.10
ISLAMPUR J. L. 114	1307 West . . . . .	.17		1208 West . . . . .	.06
	1330 West . . . . .	.34		1211 South-West . . . . .	.07
	1343 Middle . . . . .	.19		1212 East . . . . .	.05
	1344 North . . . . .	.03		1213 North-East . . . . .	.005
	1498 South-West . . . . .	.005		1214 East . . . . .	.04
	1499 West . . . . .	.03		1241 East . . . . .	.16
PURBAGOPI- NATHPUR J.L. 117	16 North-East . . . . .	.01		1248 North-East . . . . .	.03
	17 Middle . . . . .	.09		1250 East . . . . .	.04
	21 South-West . . . . .	.10		1251 West . . . . .	.05
	22 South-West . . . . .	.07		1252 West . . . . .	.10
	23 South . . . . .	.07		1253 Middle . . . . .	.11
	24 West . . . . .	.03		1254 East . . . . .	.18
	25 North . . . . .	.04		1255 South-West . . . . .	.005
	26 West . . . . .	.13		1319 South-West . . . . .	.01
	28 South . . . . .	.03		1353 West . . . . .	.04
	29 North-East . . . . .	.11	HASIMPUR J. L. 118	50 South-West . . . . .	.05
	32 North . . . . .	.09		51 North-East . . . . .	.06
	33 North-East . . . . .	.03		52 East . . . . .	.03
	35 North . . . . .	.09		53 North-East . . . . .	.005
	342 North-East . . . . .	.005		56 Middle . . . . .	.13
				57 South-West . . . . .	.14

Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)	Village	Survey Nos. (Plot Nos.) and description of land	Extent (Area)
HASIMPUR J. L. 118— <i>cond.</i>	59 South-West . . . . .	03	ENAYATPUR J. L. 148— <i>cond.</i>	245 East . . . . .	005
	137 West . . . . .	02		246 Middle . . . . .	11
	139 South-West . . . . .	17		249 Middle . . . . .	05
	142 Middle . . . . .	19		250 Middle . . . . .	13
	144 South . . . . .	02		252 Middle . . . . .	13
	145 Middle . . . . .	51		253 North-East . . . . .	02
	148 East . . . . .	005		255 Middle . . . . .	24
	166 Middle . . . . .	16		256 South-West . . . . .	01
	167 North . . . . .	13		263 South-West . . . . .	005
	168 East . . . . .	04		448 South-West . . . . .	25
	169 North-East . . . . .	005		449 South-West . . . . .	01
	239 North-East . . . . .	005		452 South-West . . . . .	005
	240 South . . . . .	28		453 North-East . . . . .	06
	241 Middle . . . . .	03		454 Full . . . . .	08
	242 North . . . . .	005		455 North-East . . . . .	01
	244 North . . . . .	02		456 Full . . . . .	10
	464 West . . . . .	05		457 North-East . . . . .	005
JADABATI J. L. 119	509 North-East . . . . .	01		460 North-East . . . . .	01
	516 North-East . . . . .	005		461 North-East . . . . .	05
	517 East . . . . .	07		462 North-East . . . . .	005
	520 East . . . . .	07		473 East . . . . .	12
	521 North-East . . . . .	01		474 Middle . . . . .	10
	522 North . . . . .	04		475 South-West . . . . .	01
	523 South-West . . . . .	06		476 Middle . . . . .	13
	524 North . . . . .	08		903 East . . . . .	01
	525 North-East . . . . .	03		945 East . . . . .	36
	526 North-East . . . . .	07		947 West . . . . .	16
	527 Middle . . . . .	08		948 South-West . . . . .	02
	528 South . . . . .	05		976 South . . . . .	07
	529 South-West . . . . .	01		979 South-West . . . . .	005
	531 South . . . . .	03		980 Middle . . . . .	17
	532 South . . . . .	02		981 Middle . . . . .	13
	533 South-West . . . . .	005		982 Middle . . . . .	18
	534 Middle . . . . .	09		983 North-East . . . . .	01
	554 South-West . . . . .	06		987 East . . . . .	06
	555 West . . . . .	08		988 North-East . . . . .	005
	556 Middle . . . . .	16		1034 East . . . . .	34
	558 East . . . . .	01		1035 North-East . . . . .	005
	1437 South-West . . . . .	01		1037 North-East . . . . .	10
	1438 Middle . . . . .	16		1038 West . . . . .	14
	1439 East . . . . .	07		1039 South-West . . . . .	005
ENAYATPUR T. L. 148 Sheet—1	1 South-West . . . . .	09		1040 Middle . . . . .	21
	5 Middle . . . . .	17		1060 South-West . . . . .	04
	7 South-West . . . . .	005		1061 Middle . . . . .	12
	8 South-West . . . . .	09		1062 North-East . . . . .	01
	9 Middle . . . . .	13		1063 West . . . . .	27
	10 North-East . . . . .	005		1064 South-West . . . . .	005
	19 Middle . . . . .	15		1889 Middle . . . . .	08
	69 West . . . . .	01		1906 East . . . . .	07
	70 South-West . . . . .	005		1922 North-East . . . . .	01
	72 South-West . . . . .	12			
	73 Middle . . . . .	10		1398 North-East . . . . .	08
	74 East . . . . .	01		1401 North-East . . . . .	04
	75 North-East . . . . .	005		1402 East . . . . .	03
	76 Middle . . . . .	07		1403 North-East . . . . .	005
	82 North-East . . . . .	10		1404 Middle . . . . .	10
	111 Middle . . . . .	15		1405 Full . . . . .	07
	112 East . . . . .	10		1406 South-West . . . . .	01
	113 West . . . . .	04		1414 West . . . . .	04
	162 West . . . . .	02		1415 Middle . . . . .	12
	164 South-West . . . . .	005		1416 East . . . . .	06
	165 South . . . . .	04		1417 South-West . . . . .	04
	166 South-West . . . . .	11		1419 South-West . . . . .	07
	167 Middle . . . . .	07		1420 East . . . . .	09
	168 North-East . . . . .	03		1421 Middle . . . . .	27
	169 Full . . . . .	06		1426 West . . . . .	04
	170 North-East . . . . .	03		1427 Middle . . . . .	27
	177 Full . . . . .	02		1428 East . . . . .	12
	172 North-East . . . . .	03		1431 North-East . . . . .	01
	177 East . . . . .	05			
	178 Middle . . . . .	03			
	181 East . . . . .	03			
	182 East . . . . .	10			
	202 East . . . . .	07			

[No. 11(5)/71-Lab.&amp;Legis.]

B. R. PRABHAKAR, Under Secy.

का० आ० 897—यतः केन्द्रीय सरकार को यह प्रतीत होता है कि लोकहित में यह आवश्यक है कि हल्दिया पोर्ट (जिला मिदनापुर) और पश्चिम बंगाल राज्य में भारतीय तेल निगम (पाइपलाइन्ज) के राजबन्ध वितरण केन्द्र (जिला बरदवान) के बीच पेट्रोलियम उत्पादों के परिवहन के लिए पाइपलाइन भारतीय तेल निगम (पाइपलाइन्ज) द्वारा बिछाई जानी चाहिए और कि ऐसी लाइनों को बिछाने के प्रयोजन के लिए एतद्पावद्ध अनुसूची में वर्णित भूमि में उपयोग का अधिकार अर्जित करना आवश्यक है।

अतः, अब, पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार ने उसमें उपयोग का अधिकार अर्जित करने का अपना आशय एतद्द्वारा घोषित किया है।

उक्त भूमि में हितवद् कोई व्यक्ति उस भूमि के नीचे पाइपलाइन बिछाने के लिए आक्षेप भारतीय तेल निगम लि० (पाइपलाइन्ज) के कार्यालय में सक्षम प्राधिकारी, 9, संयुक्त अमीर अली एवन्थु (तीसरी मंजिल), कलकत्ता 17 को इस अधिसूचना की तारीख से 21 दिनों के भीतर कर सकेगा। ऐसा आक्षेप करने वाला हर व्यक्ति विनिर्दिष्टतः यह भी कथन करेगा कि क्या वह यह चाहता है कि उसकी सुनवाई व्यक्तिशः हो या किसी विधि व्यवसायी की मार्फत।

#### अनुसूची

राज्य—पश्चिमी बंगाल जिला हुगली थाना—हरिपाल

(पुलिस स्टेशन)

गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
गाजा	135 मध्य	. 26
जे०एल० 92	137 पश्चिम	. 06
	138 पूर्व	. 11
	139 पूर्व	. 02
	140 पूर्व	. 03
	141 पूर्व	. 01
	161 उत्तर-पूर्व	. 005
	166 पूर्व	. 05
	167 "	. 07
	169 "	. 12
	170 मध्य	. 14
	171 दक्षिण-पश्चिम	. 005
	176 पश्चिम	. 05
	177 "	. 07
	178 "	. 10
	200 "	. 05

गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
गाजा जे०एल०	205 दक्षिण-पश्चिम	. 02
92-जारी	207 पश्चिम	. 09
	208 मध्य	. 20
	209 उत्तर-पूर्व	. 03
	210 पश्चिम	. 07
	211 पूर्व	. 12
	220 "	. 19
	304 उत्तर-पूर्व	. 16
	315 दक्षिण-पश्चिम	. 02
	317 पूर्व	. 09
	318 पूर्व	. 06
	319 दक्षिण-पश्चिम	. 02
	320 मध्य	. 20
	332 दक्षिण-पश्चिम	. 01
	333 पूर्व	. 28
	334 उत्तर-पूर्व	. 06
	335 पश्चिम	. 16
	355 "	. 09
	356 "	. 39
	358 उत्तर-पूर्व	. 05
	359 पश्चिम	. 17
	1028 उत्तर-पूर्व	. 01
	1029 पूर्व	. 02
	1031 "	. 03
	1032 मध्य	. 16
	1034 पश्चिम	. 05
	1035 मध्य	. 19
	1036 पश्चिम	. 005
	1069 "	. 05
	1077 मध्य	. 35
	1078 उत्तर-पूर्व	. 005
	1080 पूर्व	. 06
दिलालपुर	1126 पश्चिम	. 02
जे०एल० III	1129 उत्तर-पूर्व	. 02
शोट 2	1130 मध्य	. 09
	1131 दक्षिण-पश्चिम	. 05
	1132 पश्चिम	. 10
	1178 दक्षिण-पश्चिम	. 17
	1179 उत्तर-पूर्व	. 06
	1182 " "	. 01
	1183 मध्य	. 23
	1186 दक्षिण-पश्चिम	. 07
	1198 दक्षिण-पश्चिम	. 04

गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
दिलाखपुर जे०	1199 मध्य	.08	दिलाखपुर जे०	2355 उत्तर	.005
एल० III	1200 उत्तर	.07	एल० III	2356 मध्य	.05
शोर 2-जारी	1201 उत्तर-पूर्व	.005	शोर 2-जारी	2364 दक्षिण	.06
	1271 " "	.03		2365 दक्षिण	.06
	1272 मध्य	.07		2369 दक्षिण-पूर्व	.04
	1274 पश्चिम	.08		2810 पश्चिम	.01
	1275 दक्षिण	.03		2884 उत्तर-पूर्व	.12
	1278 पूर्व	.02		2908 दक्षिण-पश्चिम	.005
	1279 उत्तर-पूर्व	.01			
	1280 पूर्व	.04	कासीमेरपुर	15 उत्तर-पूर्व	.005
	1281 " "	.09	जे०एल० 112	16 मध्य	.20
	1282 पूर्व	.09		17 मध्य	.13
	1286 पश्चिम	.04		18 दक्षिण पश्चिम	.02
	1287 " "	.08		19 मध्य	.13
	1288 पूर्व	.01		21 पश्चिम	.03
	1289 " "	.05		28 पश्चिम	.22
	1290 मध्य	.07		115 दक्षिण-पश्चिम	.01
	1291 पश्चिम	.04		116 दक्षिण-पश्चिम	.01
	1292 दक्षिण पश्चिम	.01		117 मध्य	.08
	2168 दक्षिण	.03		118 उत्तर-पूर्व	.04
	2197 पश्चिम	.02		120 मध्य	.14
	2198 दक्षिण-पश्चिम	.005		121 मध्य	.11
	2199 पूर्व	.12		126 मध्य	.09
	2200 पश्चिम	.05		122 पश्चिम	.07
	2201 पूर्व	.06		123 पश्चिम	.06
	2202 पूर्व	.05		125 पश्चिम	.05
	2203 " "	.03		127 पूर्व	.03
	2322 पूर्व	.03		128 उत्तर-पूर्व	.01
	2323 पश्चिम	.04		129 उत्तर-पूर्व	.04
	2326 दक्षिण-पश्चिम	.005		176 पूर्व	.04
	2327 " "	.04		179 उत्तर-पूर्व	.005
	2328 पूर्व	.06		190 उत्तर-पूर्व	.01
	2329 पश्चिम	.17		191 मध्य	.12
	2330 उत्तर-पूर्व	.03		192 मध्य	.38
	2344 उत्तर-पूर्व	.005		193 पश्चिम	.08
	2345 पश्चिम	.02		199 दक्षिण-पश्चिम	.01
	2346 दक्षिण-पश्चिम	.05		200 मध्य	.09
	2347 पूर्व	.01		201 पूर्व	.05
	2348 उत्तर-पूर्व	.02		763 दक्षिण	.02
	2349 दक्षिण	.06		768 मध्य	.11
	2354 उत्तर-पूर्व	.12		770 उत्तर-पूर्व	.005
				772 पश्चिम	.06
				777 मध्य	.03

गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
कासीमेरपुर	1249 मध्य	.09	बन्दीपुर जे०	2346 मध्य	.09
जे० एल०	1292 मध्य	.11	एल० 113-ज.री	2349 पश्चिम	.06
112-जारा	1303 मध्य	.10		2350 उत्तर-पूर्व	.05
	205 पूर्व	.005		2351 पश्चिम	.03
	211 उत्तर-पूर्व	.005		2352 पश्चिम	.03
	212 पूर्व	.05		2353 मध्य	.06
	213 पश्चिम	.26		2354 पूर्व	.06
	255. मध्य	.19		2355 उत्तर-पूर्व	.01
	257 पश्चिम	.10		2362 उत्तर-पूर्व	.03
	258 पश्चिम	.05		2363 उत्तर	.03
	260 दक्षिण-पश्चिम	.005		2364 उत्तर	.04
	261 मध्य	.05		2365 मध्य	.06
	262 मध्य	.06		2366 उत्तर-पूर्व	.04
	263 मध्य	.4		2367 दक्षिण-पश्चिम	.12
	264 पश्चिम	.08		2368 दक्षिण-पश्चिम	.02
	265 पूर्व	.03		2389 दक्षिण-पश्चिम	.01
	266 पूर्व	.01		2390 पश्चिम	.02
	267 पूर्व	.01		2391 पश्चिम	.15
	268 मध्य	.01		2406 दक्षिण-पश्चिम	.09
	270 उत्तर-पूर्व	.005		2407 उत्तर-पूर्व	.13
	272 उत्तर-पूर्व	.03		2408 उत्तर-पूर्व	.01
	273 पूर्व	.05		2421 उत्तर-पूर्व	.04
	729 पूर्व	.03		2422 दक्षिण-पश्चिम	.005
	930 उत्तर-पूर्व	.01		2423 मध्य	.44
	935 मध्य	.38		2424 उत्तर-पूर्व	.005
	737 दक्षिण-पश्चिम	.005		2459 उत्तर-पूर्व	.09
	738 पश्चिम	.01		2465 उत्तर-पूर्व	.07
	739 मध्य	.16		2466 दक्षिण-पश्चिम	.06
	742 उत्तर-पूर्व	.07		2469 पश्चिम	.11
	761 पूर्व	.17		2470 उत्तर-पूर्व	.09
	762 मध्य	.08		2471 दक्षिण-पश्चिम	.03
	767 दक्षिण	.04		2477 दक्षिण-पश्चिम	.01
	769 उत्तर-पूर्व	.02		2516 मध्य	.02
	771 मध्य	.13		2686 दक्षिण-पश्चिम	.005
	773 उत्तर-पूर्व	.05		2690 मध्य	.19
	1249 मध्य	.09		2691 दक्षिण-पश्चिम	.05
	1250 दक्षिण-पश्चिम	.01		2692 पूर्व	.04
	1302 पूर्व	.04		2693 उत्तर-पूर्व	.05
	1328 मध्य	.03		2695 उत्तर-पूर्व	.01
बन्दीपुर जे०	2313 पूर्व	.07		2696 मध्य	.028
एल० 113	2343 उत्तर-पूर्व	.01		2697 दक्षिण-पश्चिम	.04
	2345 उत्तर-पूर्व	.01		2700 दक्षिण-पश्चिम	.04

गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
बन्दोपुर	2701 मध्य	.18	पुरबागोपीनाथ-	373 पश्चिम	.02
जे० ए० 113-2831	दक्षिण-पश्चिम	.06	पुर जे० ए०	374 पश्चिम	.03
जारी	2833 मध्य	.08	117-जारी	382 दक्षिण-पश्चिम	.02
	2834 उत्तर-पूर्व	.01		388 पश्चिम	.14
	2835 मध्य	.08		389 मध्य	.16
इस्लामपुर	1307 पश्चिम	.17		390 उत्तर-पूर्व	.10
जे० ए० 114	1330 पश्चिम	.34		403 उत्तर-पूर्व	.01
	1343 मध्य	.19		404 उत्तर-पूर्व	.02
	1344 उत्तर	.03		405 उत्तर-पूर्व	.08
	1498 दक्षिण-पश्चिम	.005		406 पश्चिम	.10
	1499 पश्चिम	.03		407 दक्षिण-पश्चिम	.01
पुरबागोपीनाथ	16 उत्तर-पूर्व	.01		408 मध्य	.10
पुर	17 मध्य	.09		409 उत्तर-पूर्व	.03
जे० ए० 117	21 दक्षिण-पश्चिम	.10		411 उत्तर-पूर्व	.005
	22 दक्षिण-पश्चिम	.07		417 उत्तर-पूर्व	.01
	23 दक्षिण	.07		418 उत्तर	.08
	24 पश्चिम	.03		419 मध्य	.10
	25 उत्तर	.04		420 दक्षिण	.05
	26 पश्चिम	.13		421 दक्षिण	.02
	28 दक्षिण	.03		422 दक्षिण-पश्चिम	.005
	29 उत्तर-पूर्व	.11		425 दक्षिण-पश्चिम	.005
	32 उत्तर	.09		436 दक्षिण-पश्चिम	.06
	33 उत्तर-पूर्व	.03		437 उत्तर-पूर्व	.08
	35 उत्तर	.09		438 दक्षिण-पश्चिम	.03
	342 उत्तर-पूर्व	.005		439 उत्तर-पूर्व	.07
	345 मध्य	.12		441 पश्चिम	.02
	346 मध्य	.10		442 पश्चिम	.13
	347 मध्य	.10		444 उत्तर-पूर्व	.01
	348 उत्तर-पूर्व	.005		445 मध्य	.24
	349 पूर्व	.04		449 उत्तर-पूर्व	.18
	350 पश्चिम	.10		450 दक्षिण-पश्चिम	.14
	342 मध्य	.06		455 पश्चिम	.01
	353 पश्चिम	.04		807 दक्षिण-पश्चिम	.005
	356 दक्षिण-पश्चिम	.005		808 दक्षिण-पश्चिम	.005
	357 दक्षिण-पश्चिम	.04		809 पश्चिम	.06
	358 उत्तर-पूर्व	.05		810 मध्य	.12
	366 पूर्व	.06		1203 दक्षिण-पश्चिम	.005
	368 उत्तर-पूर्व	.04		1206 मध्य	.21
	369 मध्य	.03		1207 मध्य	.10
	370 पूर्व	.01		1208 पश्चिम	.06
	371 पूर्व	.05		1211 दक्षिण-पश्चिम	.07
	372 पश्चिम	.11		1212 पूर्व	.05
				1213 उत्तर-पूर्व	.005



गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
पुरबागोपीनाथपुर	1214 पूर्व	.04	जाडावती	167 उत्तर	.13
जे० एल० 117-	1241 पूर्व	.16	जे० एल० 119-	169 उत्तर पूर्व	.005
जारी	1248 उत्तर पूर्व	.03	जारी	240 दक्षिण	.28
	1250 पूर्व	.04		242 उत्तर	.005
	1251 पश्चिम	.05		464 पश्चिम	.05
	1252 पश्चिम	.10		516 उत्तर पूर्व	.005
	1253 मध्य	.11		520 पूर्व	.07
	1254 पूर्व	.18		522 उत्तर	.04
	1255 दक्षिण पश्चिम	.005		524 उत्तर	.08
	1319 दक्षिण पश्चिम	.01		526 उत्तर पूर्व	.07
	1353 पश्चिम	.04		528 दक्षिण	.05
हासिमपुर	50 दक्षिण पश्चिम	.05		531 दक्षिण	.03
जे० एल० 118	52 पूर्व	.03		533 दक्षिण पश्चिम	.005
	56 मध्य	.13		555 पश्चिम	.08
	59 दक्षिण पश्चिम	.03		558 पूर्व	.01
	139 दक्षिण पश्चिम	.17		1438 मध्य	.16
	144 दक्षिण	.02			
	148 पूर्व	.005	इनायतपुर	1 दक्षिण पश्चिम	.09
	168 पूर्व	.04	जे० एल० 148	5 मध्य	.17
	239 उत्तर पूर्व	.005	शीट 1	7 दक्षिण पश्चिम	.005
	241 मध्य	.03		8 दक्षिण पश्चिम	.09
	244 उत्तर	.02		9 मध्य	.13
				10 उत्तर पूर्व	.005
जाडावती	509 उत्तर पूर्व	.01		19 मध्य	.15
जे० एल० 119	517 पूर्व	.07		69 पश्चिम	.01
	521 उत्तर पूर्व	.01		70 दक्षिण पश्चिम	.005
	523 दक्षिण पश्चिम	.06		72 दक्षिण पश्चिम	.12
	525 उत्तर पूर्व	.03		73 दक्षिण पश्चिम	.10
	527 मध्य	.08		74 पूर्व	.01
	529 दक्षिण पश्चिम	.01		75 उत्तर पूर्व	.005
	532 दक्षिण	.02		76 मध्य	.07
	554 दक्षिण पश्चिम	.06		82 उत्तर पूर्व	.10
	556 मध्य	.16		111 मध्य	.15
	1437 दक्षिण पश्चिम	.01		112 पूर्व	.10
	1439 पूर्व	.07		113 पश्चिम	.04
	534 मध्य	.09		162 पश्चिम	.02
	51 उत्तर पूर्व	.06		164 दक्षिण पश्चिम	.11
	53 उत्तर पूर्व	.005		165 दक्षिण	.04
	57 दक्षिण पश्चिम	.14		166 दक्षिण पश्चिम	.11
	137 पश्चिम	.02		167 मध्य	.07
	142 मध्य	.19		168 उत्तर पूर्व	.03
	145 मध्य	.51		169 पूर्व	.06
	166 मध्य	.16		170 उत्तर पूर्व	.03

गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)	गांव	सर्वेक्षण संख्या (प्लॉट संख्या) और भूमि का विवरण	सीमा (क्षेत्र)
इनायतपुर	177 पूर्व	.02	इनायतपुर	1034 पूर्व	.34
जे०एल० 148	172 उत्तर पूर्व	.03	जे० एल० 148	1035 उत्तर पूर्व	.005
शीट 1—जारी	178 मध्य	.03	शीट—जारी	1037 उत्तर पूर्व	.10
	181 पूर्व	.03		1038 पश्चिम	.14
	182 पूर्व	.10		1039 दक्षिण पश्चिम	.005
	202 पूर्व	.07		1040 मध्य	.21
	245 पूर्व	.005		1060 दक्षिण पश्चिम	.04
	246 मध्य	.11		1061 मध्य	.12
	249 मध्य	.05		1062 उत्तर पूर्व	.01
	250 मध्य	.12		1063 पश्चिम	.27
	252 मध्य	.13		1064 दक्षिण पश्चिम	.005
	253 उत्तर पूर्व	.02		1089 मध्य	.08
	255 मध्य	.24		1906 पूर्व	.07
	256 दक्षिण पश्चिम	.01		1922 उत्तर पूर्व	.01
	263 दक्षिण पश्चिम	.005			
	448 दक्षिण पश्चिम	.25	शीट 2		
	449 दक्षिण पश्चिम	.01			
	452 दक्षिण पश्चिम	.005		903 पूर्व	.01
	453 उत्तर पूर्व	.06		1398 उत्तर पूर्व	.08
	454 पूर्व	.08		1401 उत्तर पूर्व	.04
	455 उत्तर पूर्व	.01		1401 उत्तर पूर्व	.04
	456 पूर्व	.10		1402 पूर्व	.03
	457 उत्तर पूर्व	.005		1403 उत्तर पूर्व	.005
	460 उत्तर पूर्व	.01		1404 मध्य	.10
	461 उत्तर पूर्व	.05		1405 पूर्व	.07
	462 उत्तर पूर्व	.005		1406 दक्षिण पश्चिम	.01
	473 पूर्व	.12		1414 पश्चिम	.04
	474 मध्य	.10		1415 मध्य	.12
	475 दक्षिण पश्चिम	.01		1416 पूर्व	.06
	476 मध्य	.13		1417 दक्षिण पश्चिम	.04
	177 पूर्व	.05		1419 दक्षिण पश्चिम	.07
	945 पूर्व	.36		1420 पूर्व	.09
	947 पश्चिम	.16		1421 मध्य	.27
	948 दक्षिण पश्चिम	.02		1426 पश्चिम	.04
	976 दक्षिण	.07		1427 मध्य	.27
	979 दक्षिण पश्चिम	.005		1428 पूर्व	.12
	980 मध्य	.17		1431 उत्तर पूर्व	.01
	981 मध्य	.13			
	982 मध्य	.18			
	983 उत्तर पूर्व	.01			
	987 पूर्व	.06			
	988 उत्तर पूर्व	.005			

[संख्या 11(5)/71—लेबर एण्ड लेजिस]

बी० आर० प्रभाकर,

अवर सचिव, भारत सरकार ।

**MINISTRY OF LABOUR AND REHABILITATION****(Department of Labour and Employment)***New Delhi, the 6th March, 1972*

**S.O. 898.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Indian Airlines and their workmen, which was received by the Central Government on the 28th February, 1972.

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
NEW DELHI**

REFERENCE NO. NJT-5 OF 1970.

In the matter of an Industrial Dispute between the Employers in relation to the Indian Airlines and their workmen as represented by:—

- (1) The Indian Aircraft Technicians Association;
- (2) The Air Corporation Employees Union.

**PRESENT:**

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

**APPEARANCES:**

*For the Employers.*—Shri G. B. Pai, Advocate, with Shri J. Mahajan, Shri O. C. Mathur, Miss Ram Rakhiani

*For the Employees.*—Shri M. K. Ramamurthi, Advocate, Shri Madan Mohan, Advocate, Shri P. K. Majumdar, Shri V. M. Fernandes, for Air Corporation Employees Union, Shri H. K. Sowani, Advocate, Shri J. F. Mendon, Shri M. I. Soans, for Indian Aircraft Technicians Association.

**AWARD**

The Central Government by an Order No. 4/99/70/LRIII, dated the 15th December, 1970, referred for adjudication, under Section 10(1A) of the Industrial Disputes Act, the following dispute, as given in the Schedule attached to the Order.

**SCHEDULE**

"I. Whether the demands of the Indian Aircraft Technicians Association in respect of the following matters are justified? If so, to what relief are they entitled?

1. Pay scales and fitment.
2. Dearness Allowance.
3. Technical pay.
4. Qualification pay.
5. Approval allowance.
6. Conveyance allowance.
7. Hobart driving allowance.
8. Flying allowance.
9. Shift allowance.
10. Meal allowance.
11. Outstation allowance.
12. House rent.
13. Special allowance for outstation duties.
14. Hardship allowance.
15. Bad environment allowance, insurance coverage and special leave.
16. Working hours.
17. Licence fee.
18. R. T. allowance.
19. Washing allowance.
20. Outstanding posting.
21. Children's education allowance.
22. O.T. allowance.
23. F.S.I. and Group Medical Scheme.
24. Insurance coverage for the aircraft technicians."

"II. Whether the demands of the management of Indian Airlines in respect of the following matters for increasing efficiency, productivity and discipline are

justified? If so, what directions are required in these matters?

*Indian Airlines:*

1. Rules for increase in productivity.
2. Revision of Canteen Tariff and hours of opening and closing of canteens.
3. Schedule of uniforms, quality of cloth, stitching and supply of uniforms, liability of employees to come to work in full uniforms.
4. Procedure for filling up vacancies of Chargehand and Examiner.
5. Permanent transfer to outstations.
6. Chargehands to perform duties of Technicians from time to time when required.
7. Maintenance Division staff to perform duties relating to normal maintenance work on aircraft besides departure/arrival duties.
8. Technicians/Mechanics to work on airframe and engine whenever required.
9. Rationalisation of facilities being given to the Association.
10. Introduction of a Grievance Procedure.
11. Change in the method of fixing initial pay and appointment of an existing employee to a higher grade.
12. Technicians/Mechanics to undertake incidental duties besides their main functions.
13. Training and utilisation of Technicians/Mechanics in all trades, namely, Instrument, Radio and Electrical.
14. Management's right to decide on reporting relationships between various grades and categories.
15. Day to day upkeep of complete range of plant and equipment including tools and cleanliness and good house-keeping responsibility of the users.
16. Management's right to decide on Standard Force.
17. Common seniority for Chargehand and Examiners and their inter-changeability.
18. Display of Association notices.
19. Wearing/carrying of identification badges and liability to be searched.
20. Implementation of Rules and techniques for improvement in productivity."

On receipt of the Reference from the Central Government, parties were directed to file their Written Statements of Claims. The Indian Airlines filed their Statement of Claims on 23rd January, 1971. The Indian Aircraft Technicians Association (IATA) did not file their Written Statement of Claims at all and did not even appear at the earlier stages of the proceedings of the case.

On February 6, 1971, the Air Corporation Employees Union (ACEU) made an application for being impleaded as a party to this Reference. By my Order dated 1st March, 1971, the ACEU were allowed to appear and take part in the proceedings of the case, with the limitation that they could file their Statement of Claims only in support of the IATA's demands and a Rejoinder to the Indian Airlines' demands. The ACEU took a number of adjournments and did not file any Written Statement until 19th September, 1971. On 20th September, 1971, the Indian Airlines made an application offering certain terms regarding salaries and other matters to the workmen. It was then that Shri H. K. Sowani appeared, for the first time, for the IATA and stated that since the terms offered by the Indian Airlines were more or less the same as contained in the Settlement between Air-India and the IATA, the IATA accepted the terms offered by the

Indian Airlines and prayed for an Award to be made in terms of that Application. It was on that date that the ACEU filed their Written statement-cum-Rejoinder to the Written Statement of the Indian Airlines and prayed for time to consider the offer made by the Indian Airlines in their Application.

On 11th October, 1971, Shri P. K. Maiumdar, on behalf of the ACEU made a statement mentioning reasons why the proposals offered by the management of the Indian Airlines were not acceptable to them. He also stated that the Statement of Claims and the Rejoinder of the ACEU should be fully gone into, but prayed for an adjournment on the ground that the ACEU received a copy of the Rejoinder of the management only on that day. On the same day, Shri H. K. Sowani, filed an application on behalf of the IATA for an interim relief, pending adjudication.

The application for interim relief, came up for hearing on 14th October, 1971 and the Management, the ACEU and the IATA agreed that—

- (i) All workmen concerned with this case will be paid every month interim relief, subject to adjustment against the increase granted in the final Award, as under:—
  - (a) All employees will be paid 15 per cent of pay, eligible for Provident Fund, subject to a minimum of Rs. 80 less Rs. 40 which is already being paid as an *ad hoc* payment;
  - (b) All workmen in this case will be paid Rs. 35 as Transport Allowance;
  - (c) All workmen getting Washing allowance will be paid an additional Washing allowance of Rs. 5.
- (ii) This order will be without prejudice to the rights and contentions of either party on any of the items under Reference. The Interim Relief shall be paid with effect from 1st of October, 1971.

An Order on the application for interim relief was made accordingly.

Evidence was recorded on various dates between 20th October, 1971 and 24th December, 1971.

On 29th December, 1971, the management and the IATA filed a joint application, accompanied by a Settlement for a "No Dispute" Award. On 31st December, 1971, the management examined a witness and closed its case on the application filed on 29th December 1971. The IATA also examined one witness and closed its case. Shri Sowani for the IATA on that day stated that in view of the Settlement dated 25th December, 1971 which was filed on 29th December, 1971, read with Section 2(B) of the Industrial Disputes Act, the IATA was bound by that Settlement and that he would not cross-examine on behalf of the IATA the witnesses produced by the management.

After the examination of some more witnesses arguments were heard in the case.

On 18th January, 1972, Shri M. K. Ramamurti, for the ACEU stated that in respect of the categories of Aircraft Technicians included in References Nos. NIT-1 of 1970 and NIT-5 of 1970, the terms of this Settlement (dated 25th December, 1971), in so far as they related to the workmen's demands as referred to in both the References i.e. NIT-1 of 1970 and NIT-5 of 1970 were acceptable to the ACEU.

It is not possible to give a "No Dispute" Award in NIT-5 of 1970 because the ACEU also became a party to this case even though their objection to the Settlement of 25th December, 1971, after the Statement of Shri Ramamurti dated 18th January, 1971, mentioned above, is restricted to management's demands only in NIT-5 of 1970.

This Settlement of 25th December, 1971 covers the Aircraft and Plant Technicians in the Engineering Workshop of the Indian Airlines in the following existing scales of pay:—

- 1 Rs. 245-510 : Technicians
2. Rs. 325-640 : Senior Technicians
3. Rs. 410-770 : Chargehands, Examiners
- 4 Rs. 460-920 : Foremen, Senior Examiners.

The existing scale of pay of Rs. 245-510 applicable to Technicians and the existing scale of Rs. 325-640 are to be interlinked to constitute the scale of Rs. 245-20-385-25-560-40-640. This is clearly beneficial to the Technicians.

Senior Technicians in the existing scale of Rs. 325-640 are to be placed in the revised scale of Rs. 385-25-560-40-720-50-770 with effect from 1st March, 1971. This increases appreciably both the minimum and the maximum of the pay-scale of Senior Technicians and is thus beneficial to them.

The existing scale of pay of Rs. 410-770, applicable to Chargehands and the existing scale of pay of Rs. 460-920, are to be interlinked to constitute the scale of Rs. 410-25-560-40-720-50-920. This is also advantageous to the Chargehands.

The Examiners in the existing scale of Rs. 410-770 are to be placed in the revised scale of Rs. 460-25-560-40-720-50-920 with effect from 1st April, 1969. This is beneficial to the Examiners inasmuch as it increases the minimum and the maximum of their pay-scale and also places them in the existing scale of Foremen and Senior Examiners with retrospective effect. Those of the Examiners/Senior Examiners who possess the Approvals prescribed by the Corporation in this behalf are to be re-designated as Inspectors and placed in the revised scale of Rs. 640-40-720-50-1170. Such of those who do not possess these approvals will be required to obtain them in three chances or within a period of 1½ years from the date of the Settlement whichever is earlier. In case they obtain these approvals, they are to be re-designated as Inspectors from the date they obtain the approvals and placed in the revised scale of Rs. 640-1170 retrospectively from 1st March, 1971. Such Examiners/Senior Examiners who are unable to obtain such approvals on the expiry of 1½ years from the date of the Settlement are to be re-designated as Chargehands and placed in the scale of Rs. 410-920 with protection of pay. Simultaneously, the designation of Examiner/Senior Examiner is to be abolished and the respective scales of pay would cease to operate. This is clearly beneficial to Examiners/Senior Examiners who possess the approvals prescribed by the Corporation or obtain them within the period specified in the Settlement. Even those who are unable to obtain these approvals are to be given the protection of their present pay.

Foremen in the existing scale of Rs. 460-25-560-40-720-50-920 are to be placed in the revised scale of Rs. 640-40-720-50-1170 with effect from 1st March, 1971. This is clearly beneficial to them.

The pay and dates of increment in the case of workmen will remain unchanged except in the case of those drawing less than the minimum of the revised scales whose pay will be fixed at the minimum of the revised scale and in such cases the next increment will fall due on 1st April, 1972.

Future appointments to the cadre of Inspectors are to be made by selection on the basis of merits and subject to the candidate passing the necessary examination and obtaining approvals prescribed by the Corporation from time to time.

A cadre of Inspector-A is to be created in the scale of Rs. 750-50-1000-100-1200. Appointments to the cadre of Inspector-A will be made by selection on the

basis of merit and subject to the candidates passing the necessary examinations and obtaining approvals prescribed by the Corporation from time to time. The Settlement also fixes the new rates of Dearness Allowance.

A Special allowance of 15 per cent of the emoluments which at present count as pay for the purpose of Employees Provident Fund Regulations subject to a minimum of Rs. 80 per month is also to be allowed to the workmen. It is to be paid with effect from 1st April, 1969. Similarly, all workmen are to get a Transport Allowance of Rs. 35 per month with effect from 1st April, 1969 except that the Foremen and Inspectors in the scale of Rs. 640—1170 and Inspector 'A' will be given a Transport Allowance of Rs. 50 per month.

Workmen provided with uniforms are to get Washing allowance @ Rs. 8 per month with effect from 1st March, 1971.

The existing rate of Driving Allowance of Rs. 20 paid to such of the workmen as are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, is to be revised to Rs. 30 per month with effect from 1st March, 1971.

The existing rate of Radio Telephone Allowance of Rs. 20 per month being paid to Radio Technicians and to Technicians who are working in the Radio Overhaul Shop holding R. T. Licence and whose licence is utilised by the Corporation, is to be raised to Rs. 30 per month with effect from 1st March, 1971.

Workmen, flying on duty to outstations to rectify snags, carry out routines, etc. with effect from 1st March, 1971 are to be paid a Flying Allowance of Rs. 5 per hour for every hour spent in Flight calculated to the nearest hour.

Inspectors 'A' are also to get a Technical Pay of Rs. 100 per month.

Workmen covered by this Settlement, if and when assigned an independent charge of an outstation and required to sign Transit 'A' in addition to their normal duties, are to be paid an allowance of Rs. 75 per month with effect from 1st March, 1971 for the period of such posting.

The workmen when required to enter the Fuel Tanks of the aircraft for carrying out repairs, are to be paid Rs. 7 per day by way of Bad Environment Allowance.

Although the Approval Allowance is to be discontinued with effect from 1st March, 1971, the existing employee who are in receipt of Approval Allowance on the date of this Settlement are to be given suitable protection to ensure that there is no drop in their emoluments.

Meal Allowance is also to be revised from the date of the Settlement.

These provisions regarding Allowances in the Settlement are clearly beneficial to the workmen.

Section II of the Settlement, from Clause 14 to 30 deals with the Demands of the Management. Under Clause 14, the IATA agreed that the privilege leave is to be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion is not to be less than 4 days at a time. Privilege leave can also be availed of in excess of the three occasions mentioned above on grounds of self-sickness above provided that the sick leave has been fully exhausted and the leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days, by a certificate granted or counter-signed by the Medical Officer of the Corporation. In special circumstances, where privilege leave has to be availed of on more than three occasions

because of unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave is to be at the discretion of such authority.

Rules regarding privilege leave are an important part of rules for increase in productivity. The ACEU has not agreed to this demand. But the provisions in respect of privilege leave are fair and reasonable. In the demand mentioned in the Management's Written Statement, more stringent provisions were claimed, but the Settlement makes them more liberal. The Statement mentions that privilege leave is not to be treated as though it is casual leave, otherwise it would lead to considerable amount of absenteeism which interferes with productivity and accelerates the problem of increased over-time. On ground of self-sickness the Settlement permits privilege leave to be availed of in excess of three occasions when sick leave has been fully exhausted. But it is right that in such cases of leave the application should be supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days, the certificate should at least be countersigned by the Medical Officer of the Corporation. It can also be availed of, under the Settlement, on more than three occasions in special circumstances for unforeseen reasons other than sickness and in that case an immediate report has to be made to the sanctioning authority and it is but reasonable that the grant of such leave should be at the discretion of such authority.

I agree with the Management that these provisions of the Settlement are fair and reasonable and the Management's demand in respect of privilege leave should be allowed in the same terms as agreed to between the IATA and the Management in the Settlement.

The question of over-time is an important part of Rules for increase in productivity and has been dealt with as Item No. (4) of Demand No. 1 in the Management's Written Statement in this Reference. The IATA has agreed in the Settlement that the workmen shall accept termination of overtime at any time depending on the extent of work. Detailing of staff on overtime will be decided by the Sectional/Divisional head depending on the extent and nature of work. No over-time allowance/substitute time off will be admissible in respect of workmen who may be detailed for duty, owing to exigency of Corporation's work on special holidays, for instance, celebration of centenary, death of a V.I.P. etc. The grant of a substitute day off to workmen when detailed to work on overtime in continuation of their normal shift duty, when such normal shift duty is followed by a rostered day off, is to be discontinued.

The demand of the management in its Written Statement in respect of overtime were much more stringent than what has been agreed to in the Settlement. The ACEU objects even to these provisions. I do not find it possible to agree with the ACEU on this point. It is necessary for the employees to work overtime in air-transport industry in cases of emergency like delay, dislocation, cancellation of services, emergent overhauling or maintenance, repair of aircraft etc. It would not be correct for the workmen to insist on such occasions that the entire shift be detailed for the whole period of the next shift even though the number of workmen required for overtime or hours of work for which over-time is required is not such as to employ all the men for the entire shift. Moreover, it is likely to create a vicious circle resulting in the next shift being put on overtime.

I would, therefore, agree with the Management that the provisions mentioned above and as contained in the Settlement between the IATA and the Management are fair and reasonable and this part of the Settlement is accepted.

In consideration of the workmen accepting the terms of the Settlement as set out in Sections II and III, the Corporation has agreed in the Settlement to pay the following amounts by way of Productivity/Flexibility Allowance with effect from 15th January, 1972:—

To Technicians/Sr. Technicians :	Rs. 35/-per month
To Chargehands :	Rs. 40/per month
To Inspectors/Forsmen :	Rs. 50/-per month

In view of this, it was but reasonable for the Association to drop and give up its demands pertaining to dearness allowance, Technical Pay, Qualifications Pay, Shift Allowance, Outstation Allowance, House Rent Allowance, Hardship Allowance, Working Hours, Licence Fees, Outstation Posting, Children Education Allowance, Overtime Allowance, E.S.I. and Group Medical Scheme, Insurance Coverage and Special Leave.

The workmen also agree that no demand which is either dropped or omitted from this Settlement involving financial commitment on the part of the Corporation will be made during the pendency of the Settlement. The workmen also agree to observe constitutional means and to eschew agitational steps and/or concerted action or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various Sections/Departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to the passengers and the public. The workmen further agree to co-operate fully and whole-heartedly in maintaining discipline, increasing efficiency and improving productivity. They also agree to certain provisions regarding shift system and split duty and overtime which are really concerned with the rules of productivity. It has been agreed to between the IATA and the Management that the introduction of any shift pattern and shift timings will be first discussed at Superintendent's level and in case of no agreement, will be discussed with the Chief Engineer who will give his decision. If there is any disagreement with the Chief Engineer, the workmen can represent to the Regional Director for a final decision. The Corporation may also introduce alternate night shift, unbalanced shift, etc. subject to no workman being made to work for more than 44 hours in a week as at present. The composition of the shift strength and spread over has to be decided by the Shift Incharge/Sectional Head/Divisional Head. The workmen shall accept rostered unbalanced shift and there shall not be any stipulation as regards the minimum strength, etc. The application of this will be entirely left to the Shift/Section Incharge. It is not necessary that the shift system be uniform for all departments. The Chief Engineer is to have the authority to introduce any improved shift system. If the time of arrival/departure of an aircraft happens to fall during the rest/meal/tea intervals, the workmen shall first attend to the aircraft and thereafter avail of rest/meal/tea intervals. The change of shift can be effected normally by giving a notice of one week except in emergency.

The demand of the Management under Demand No. 1(2) of their Written Statement in respect of Shift System was more stringent. The provisions of the Settlement are more liberal. The ACEU objects to these provisions. I am unable to agree with the ACEU. In formulating the shifts in order to utilise the manpower economically and efficiently, it is necessary to have unbalanced shifts, for instance, increased or decreased manpower in each shift depending upon the workload etc. With the introduction of new type of aircraft and with the phasing out of existing aircraft, unforeseen problems are likely to arise in the matter of scheduling of services and maintenance and overhauling of aircraft engines. Even without these additional problems, periodical revision of service schedule is required which has a direct bearing on the shifts in the Commercial, Engineering and other Departments. It is, therefore, but reasonable that the provisions of

the Settlement, which have been agreed to by many of the Technicians who are members of IATA, should be accepted as a whole.

The demand regarding split duty is sub-item (3) of Demand No. 1 in the Management's written Statement. These demands are more stringent than what has been provided for in the Settlement between the IATA and the Management. The Settlement provides that whenever necessary a workman may be called upon to work in split duty but the spreadover thereof is not to exceed 12 hours. The maximum duty period for staff working 44 hours per week is not to exceed 6½ hours per day for a workman who is called for duty twice a day and 5½ hours when he is called on duty for more than twice a day. In case where a workman is called upon to perform duty more than once in a day, he is to be provided with transport from his normal place of residence to his place of work and back for the second and subsequent portion of the split duty or in the alternative be eligible for transport allowance of 50 paise per round trip for second and subsequent portion of split duty. In case of hardship at some outstations, the matter may be referred to the Regional Director for his decision on enhanced rate of transport allowance. The discretion to provide transport allowance as provided herein in lieu of transport is to vest solely with the Corporation.

I do not agree with the ACEU's objections against these provisions. The split duty is normally applicable to outstations. At many stations, there is not sufficient work for employees for continuous and useful employment in one continuous shift. It is also likely that arrival and departure of aircraft, though few in number, are spread over a longer period. For instance, the first service may land in the morning and the second in the evening. For the optimum utility of workmen, it is necessary that duties are carried out in split shifts.

In the case of overtime the number of workmen and period for which they are to work is to be decided by the Shift Incharge and Sectional Head/Divisional Head of the Department at their discretion. Even in the rostered shifts, any shift fall in strength would be the matter for decision of the shift-in-charge. It would not be binding on the shift-in-charge to maintain shift strength by keeping staff on overtime and no workman is to refuse to work overtime when called upon to do so. At outstations where the services are not scheduled to touch daily, overtime wages are to be payable only when the total number of hours worked by a workman exceed 44 in a week or where the total number of hours worked by a workman during a day exceed 9 hours. In cases of normal shift workers, the number of workmen required to work on a holiday and the period of such work is to be at the discretion of the Corporation. If a workman rostered for duty on an afternoon shift (except the last afternoon shift which is followed by a night shift) works overtime for the whole of the following night shift, he is to be allowed a compensatory day off. If any workman rostered for duty on the last afternoon shift (which is followed by a night shift) is required to work overtime for the whole of the night shift, he shall report for work at the scheduled time in the following night shift. If a workman rostered for duty on the morning shift (except the last shift which is followed by an afternoon shift) works overtime for the whole of afternoon shift, he shall report for work in the following morning shift, at the expiry of 11 hours from the close of such afternoon shift. If, however, a workman rostered for duty on the last morning shift (which is followed by an afternoon shift) works overtime for the whole of afternoon shift, he is to report for work at the scheduled time in such afternoon shift. A workman who works overtime otherwise than for a complete shift is to be allowed a rest of 11 hours after the termination of such overtime work and before he resumes his normal work thereafter.

For all these reasons I consider it proper that the provisions regarding split duty agreed to by many of the Technicians who are members of the IATA should also be accepted as a whole.

Sub-item (7) of Demand No. 1 in Management's Written Statement, deals with deductions for late attendance and unauthorised absence for a part of the duty and absenteeism. Provisions in the Settlement between the IATA and the Management, are as follows:

- (a) In case of late attendance upto 10 minutes on a day, upto maximum of 4 times in a calendar month, no deduction in wages shall be made thereon;
- (b) Any late attendance upto 30 minutes subject to the provisions of sub-para 1 hereof, shall be deemed to be absence for 30 minutes for the purposes of deduction of wages;
- (c) A workman reporting late in excess of 30 minutes on any day shall be liable to be disallowed from attending duty. Provided, however, in case of public emergency such as riots, curfew, natural calamities resulting in mass dislocation of the system of public transport, the Departmental Head, on receiving the request in writing from the workman concerned, may allow them to join duty even on late attendance in excess of 30 minutes, and such workmen shall not be entitled to any wages for the period of lateness, rounded to the next half an hour. Provided further that in cases covered under the proviso hereinbefore the Regional Director may in his discretion authorise wages for such late attendance, where he is satisfied that sufficient extenuating circumstances exist.
- (d) The workman while leaving the work for medical attendance or for attending work not connected with his main work shall leave only with prior permission of his Sectional Head/shift-in-charge through an appropriate system of passes prescribed by the Corporation in this behalf.
- (e) The workman shall report at the workshop ready for work at the start of the shift activities. Similarly, the workmen are not to stop work before the actual break-up takes place.

The ACEU objects to these provisions. I do not agree with the ACEU. For improvement, efficiency and punctuality, it is absolutely essential that strict timings in an industry, particularly, an air-transport industry should be strictly adhered to by the workmen. We find that in the Statement of the Management there is a proposal that late attendance only upto 5 minutes on a day with a maximum of four times in a calendar month should be ignored for deduction of wages. The Settlement has increased the period from 5 minutes to 10 minutes.

There is then no reason for not accepting these provisions as a whole which have been agreed to by a great number of Technicians who are members of the IATA.

The *ad hoc* payment of Rs. 40 per month which is being made to the workmen under Staff Notification No. D. Pers/57, dated the 28th March 1970, is to be adjusted in its entirety against 'Special Allowance' payable to the workmen under this Award, and the *ad hoc* payment of Rs. 40 is to be discontinued thereafter. The interim payments made to the workmen pursuant to the order of this Tribunal, dated the 14th of October, 1971 are to be adjusted in their entirety against payments to be made under this Award towards Special Allowance, Transport Allowance and Washing Allowance respectively and such interim payments shall be discontinued thereafter. These *ad hoc* and interim payments have to be adjusted against the

amounts awarded now and it is also provided in this Settlement. Similarly, various other clauses of the Settlement dealing with Reporting Relationship, Performance of Incidental Duties, Training Approvals—Welders and Inspectors, Class/Room/Practical/On the Job Training, Transfer/Rotation, Standard Timings for Jobs/Rationalisation Measures, Flexibility of work and Surveillance inspection, are fair and reasonable and should be accepted as a whole.

The terms of the Settlement are, therefore, accepted and will also operate as a part of the Award in respect of those workmen too who are covered by the Reference and are not members of the IATA. So far as the IATA is concerned, they are already bound by the Settlement. I make an Award accordingly in terms of the Settlement, which shall form part of the Award. In the circumstances of the case, the parties shall bear their own costs.

Let the Award be submitted to the Central Government.

(Sd.) M. CHANDRA.

Presiding Officer.

FEBRUARY 25, 1972.

*Memorandum of Settlement Under Section 18(1) read with Section 2(p) of the Industrial Disputes Act, 1947:*

*Name of the Parties:*

1. Employer—Indian Airlines.
2. Workmen in Grades 3 to 9 in technical categories of staff in Aircraft Engineering Workshops, excluding the Motor Transport Workshop in Indian Airlines represented by Indian Aircraft Technicians' Association, a trade union registered under the Indian Trade Union Act, 1926, hereinafter referred to as the Association.

*Representing Employer:*

1. Shri A. H. Mehta, Director of Engineering.
2. Shri K. N. Kathju, Director, Boeing Project.
3. Shri M. K. Basu, Director of Personnel. (of Indian Airlines, New Delhi).

*Representing Workmen:*

1. Shri J. F. Mendonsa, President, I.A.T.A.
2. Shri H. K. Ghosh, General Secretary, IATA.

Whereas the workmen in Grades 3 to 9 in technical categories of staff in Aircraft Engineering Workshop, excluding the Motor Transport Workshop in Indian Airlines, through their Trade Union namely Indian Aircraft Technicians' Association, hereinafter referred to as the Association, raised certain demands upon the Indian Airlines, hereinafter referred as the Corporation, and the Corporation also raised certain demands upon the aforementioned workmen, all of which are the subject matter of adjudication before the National Industrial Tribunal, presided over by Shri Mahesh Chandra.

And whereas after negotiations between the parties hereto, they have arrived at an amicable settlement of the subject matter of the demands of the workmen and the demands of the Corporation upon the workmen it is agreed between the parties to sign this Settlement in terms thereof, which are set out hereinbelow on this the 25th day of December, 1971.

This Settlement fully and finally disposes of all the disputes between the aforementioned categories of workmen and the Management and the parties agree that there are no other outstanding disputes in respect of these categories.

In the light of this settlement the parties will file a joint application before the N.I.T. presided over by

Shri Mahesh Chandra praying that no award should be made in case of Technical categories covered by the Settlement in order to avoid any possible conflict between the terms as laid down in this Settlement and the award.

### Terms of Settlement

#### GENERAL

##### 1. Applicability:

Aircraft and Plant Technicians in the Engineering Workshop of Indian Airlines in the following existing scales of pay will be covered:—

- |                                |                           |
|--------------------------------|---------------------------|
| (i) 245-20-385-25-510          | Technicians               |
| (ii) 325-20-385-25-560-40-640  | Senior Technicians        |
| (iii) 410-25-560-40-720-50-770 | Chargehands, Examiners    |
| (iv) 460-20-560-40-720-50-920  | Foremen, Senior Examiners |

#### SECTION I

##### 2. Scales of Pay.

2.1. With effect from 1st March, 1971 the following modifications in the scales of pay of the categories indicated below shall be made:—

(a) The existing scale of pay of Rs. 245-20-385-25-510 applicable to Technicians and the existing scale of Rs. 325-20-385-25-560-40-640 shall be interlinked to constitute the scale of Rs. 245-20-385-25-560-40-640.

(b) Senior Technicians in the existing scale of Rs. 325-20-385-25-560-40-640 will be placed in the revised scale of Rs. 385-25-560-40-720-50-770 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scales will remain unchanged, except in the case of those drawing less than Rs. 385 whose pay will be fixed at Rs. 385 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.

(c) The existing scale of pay of Rs. 410-25-560-40-720-50-770 applicable to Chargehands and the existing scale of pay of Rs. 460-25-560-40-720-50-920 shall be interlinked to constitute the scale of Rs. 410-25-560-40-720-50-920.

(d) Examiners in the existing scale of Rs. 410-25-560-40-720-50-770 will be placed in the revised scale of Rs. 460-25-560-40-720-50-920 with effect from 1-4-1969.

(e) With effect from 1-3-1971 those of the Examiners/Senior Examiners who possess the approvals prescribed by the Corporation in this behalf will be redesignated as Inspectors and placed in the revised scale of Rs. 640-40-720-50-1170. Such Examiners/Senior Examiners who do not possess the aforementioned approvals will be required to obtain such approvals in three chances or within a period of one and a half years whichever is earlier, from the date of this Settlement. In case they obtain these approvals they will be redesignated as Inspectors from the date they obtain such approvals and placed in the revised scale of Rs. 640-40-720-50-1170 retrospectively from 1-3-1971. Such of the Examiners/Senior Examiners who are unable to obtain such approval, at the expiry of one and a half years from the date of this Settlement will be redesignated as Chargehands and placed in the scale of Rs. 410-920 with protection of pay. Simultaneously, the designation of Examiner/Senior Examiner will be abolished and the respective scales of pay will cease to operate.

(f) The pay and dates of increment of the Examiners on being placed in the revised scale of Rs. 460-25-560-40-720-50-920 with effect from 1-4-1969 will remain unchanged except in the case of those drawing less than Rs. 460 whose pay will be fixed at

Rs. 460 in the revised scale, and in such cases the next increment will fall due on 1st April, 1970. Similarly, the pay and dates of increments of Examiners/Senior Examiners who are placed in scale of Rs. 640-40-720-50-1170 with effect from 1-3-1971 will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.

(g) The Foremen in the existing scale of Rs. 460-25-560-40-720-50-920 will be placed in the revised scale of Rs. 640-40-720-50-1170 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.

(h) Future appointment to the cadre of Inspectors will be made by selection on the basis of merit, and subject to the candidates passing the necessary examinations and obtaining the approvals prescribed by the Corporation from time to time.

2.2. A cadre of Inspector 'A' will be created in the scale of Rs. 750-50-1000-100-1200. Appointments to the cadre of Inspector 'A' will be made by selection on the basis of merit and subject to the candidates passing the necessary examination and obtaining the approvals prescribed by the Corporation from time to time. The dearness allowance admissible to the grade of Inspector 'A' will be as under:—

Basic Pay	Dearness Allowance
Rs.	Rs.
750	187
800	192
850	198
900	205
950	211
1000	217
1100	227
1200	237

The Corporation reserves the right to rationalise the dearness allowance to the N.I.T. rates by suitable adjustments in the structure of emoluments without any change in the total emoluments at each pay stage in the aforesaid scale of pay.

2.3. Except to the extent hereinabove provided there shall be no change in the scale of pay applicable to the workmen and the Association drops and gives up its demand in respect thereof.

##### 3. Special Allowance:

3.1. All the workmen in the scales of pay referred to in Clause 1 hereof shall be granted a Special Allowance equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of Indian Airlines Employees Provident Fund Regulations, 1955, subject to a minimum of Rs. 80 per month.

3.2. The 'Special Allowance' will be calculated on the actual 'pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of actual 'pay' drawn.

3.3. The 'Special Allowance' referred to above shall not be taken into account for consideration for the purpose of any other allowance or emoluments or for any other purpose whatsoever except for the purpose



of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

3.4. The 'Special Allowance' shall be paid with effect from 1-4-1969.

#### 4. Transport Allowance:

4.1. With effect from 1st April, 1969 all workmen shall be granted a Transport Allowance of Rs. 35 per month.

4.2. With effect from 1st March, 1971 the Foremen and Inspectors placed in the grade of Rs. 640—40—720—50—1170 will be paid a Transport Allowance of Rs. 50 per month.

4.3. Inspectors' 'A' will be eligible for a Transport Allowance of Rs. 50 per month.

#### 5. Washing Allowance:

The workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the rate of Rs. 8 per month with effect from 1st March, 1971.

#### 6. Driving Allowance:

The existing rate of Driving Allowance of Rs. 20 per month paid to such of the workmen who are required to drive tractors and other equipment like Ground Power units, in addition to their normal duties will be revised to Rs. 30 per month with effect from 1st March, 1971. Other conditions regarding grant of this allowance shall remain unchanged.

#### 7. Radio Telephone Allowance:

The existing rate of Radio Telephone Allowance of Rs. 20 per month being paid to Radio Technicians and to Technicians who are working in the Radio overhaul Shop holding R.T. Licence and whose licence is utilized by the Corporation will be raised to Rs. 30 per month with effect from 1st March, 1971. Other conditions regarding the grant of this allowance shall remain unchanged.

#### 8. Flying Allowance:

Workmen while flying on duty to outstations to rectify snags, carry out routines, etc. with effect from 1st March, 1971 shall be paid a Flying Allowance of Rs. 5 per hour for every hour start in Flight calculated to the nearest hour.

#### 9. Technical Pay:

A technical pay of Rs. 100 per month will be paid to Inspectors 'A'.

#### 10. Special Allowance on outstation Posting:

Workmen covered by this Settlement, if and when assigned independent charge of an outstation and required to sign Transit 'A' in addition to their normal duties will be paid an allowance of Rs. 75 per month with effect from 1st March, 1971 for the period of such posting.

#### 11. Bad Environment Allowance

The workmen when required to enter the Fuel Tanks of the aircraft for carrying out repairs, will be paid an allowance of Rs. 7 per day.

#### 12. Approval Allowance:

With effect from 1st March, 1971, the payment of Approval Allowance will be discontinued. However, the existing employees who are in receipt of Approval Allowance on the date of this Settlement will be given suitable protection to ensure that there is no drop in their emoluments.

#### 13. Meal Allowance:

The rates of Meal Allowance will be revised as under from the date of this Settlement:

Breakfast	..	Rs. 2.00
Lunch	..	Rs. 4.00
Evening Tea	..	Rs. 1.50
Dinner	..	Rs. 4.00

Other conditions regarding the grant of this allowance shall remain unchanged.

### SECTION—II:

#### 14. Privilege Leave:

The Association agrees that privilege leave should be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 6 days at a time. Privilege Leave can also be availed of in excess of the aforementioned three occasions on grounds of self-sickness alone provided the workman has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed of on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

#### 15. Reporting Relationship:

The Association agrees that the Technicians/Senior Technicians/Chargehands/Foremen shall take instructions from any officer/Supervisory staff such as AME/ARME, Technical Officer and Engineer who is assigned area/section/sub-section as Incharge. In the Maintenance Division the area of supervision will be as assigned by the shift-in-charge from shift to shift. This will not affect the present system of determining the requirement of Chargehand/Foreman in the Section/Areas.

#### 16. Performance of Incidental Duties:

The Association agrees that Technicians/Senior Technicians/Chargehands/Foreman/Inspectors shall perform incidental duties such as blanking, packing, requisitioning of parts, filling up of labels, shifting of parts, maintenance and upkeep of work place, tools, equipment, driving of a vehicles/equipment by/authorised personnel, etc. However, technicians will not be deployed for incidental duties on a continuous basis. Also Aircraft Technicians will carry out incidental plant maintenance of a break-down/preventive nature, equipment build up, etc. as need arises under appropriate supervision. Similarly, plant technicians would undertake work on Aircraft/Aircraft components in exigencies.

#### 17. Training-Approvals-Welders & Inspectors:

The Association agrees that Welders and Inspectors shall undertake training or obtain necessary approvals for such assignments as determined from time to time within a reasonable period to be stipulated by the Corporation.

#### 18. Class Room/Practical/on the Job Training:

The Association agrees that the Technicians/Senior Technicians/Chargehands/Foremen/Inspector shall accept class-room and practical on the job, training imparted from time to time, as deemed necessary by the Corporation for the purpose of obtaining proficiency, conversion to new types and general technical know-how.

19. *Transfers/Rotation:*

The Association agree that the Technicians/Senior Technicians/Chargehands/Foremen/Inspectors shall accept transfer/rotation from one trade to another and from one division/section to other division/section which will be done normally in case of redundancy or depletion of workload on voluntary basis (wherever necessary, staff will be trained prior to such transfers). If volunteers are not forthcoming, the transfers will be done on the seniority basis subject to suitability. Within the division or from division, the Technicians/Senior Technicians/Chargehands/Foremen/Inspectors shall accept work allotment at any place or work covering even from one trade to another to meet the exigencies of work. Any problem of seniority arising out of merging the section to form a division as indicated below will be discussed with Association:

- (i) Line Maintenance, Major Maintenance and Aircraft Overhaul will be considered as one division.
- (ii) Airframe accessories overhaul as one division.
- (iii) Maintenance and overhaul of Electrical, Instruments and Radio as one division.

20. *Standard Timings for Jobs:*

The Association agrees that the workmen shall accept standard timings for various jobs, productivity techniques and performance evaluation thereof, including accountability by the Chargehand for laid down performance standards.

21. *Overtime:*

The Association agrees that:

21.1. The workmen shall accept termination of overtime at any time depending on the extent of work. Detailing staff for overtime will be decided by the sectional/divisional head depending on the extent and nature of work.

21.2. No overtime allowance/substitute time off will be admissible in respect of workmen who may be detailed for duty due to exigency of Corporation's work, on special holidays e.g. celebration of centenary, death of a VIP, etc.

21.3. The grant of a substitute day off to workmen when detailed to work on overtime in continuation of their normal shift duty, when such normal shift duty is followed by a rostered day off, shall be discontinued.

22. *Rationalisation Measures*

The Association concedes the necessity of measures of rationalisation and the Corporation's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity.

23. The Association agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

24. The Association agrees that it will fully and wholeheartedly co-operate with the Corporation in maintaining discipline, increasing efficiency and improving productivity.

25. Except where specifically stated nothing contained in this Settlement shall have retrospective effect.

26. *Payment of Arrears:*

The increased salary and allowances under this Settlement will be paid from January 1972 onward and all efforts will be made to pay the arrears arising out of the implementation of this Settlement as early as possible, but not later than 15th February, 1972.

27. The Association hereby drops and gives up its demands pertaining to Dearness Allowance, Technical Pay, Qualification Pay, Shift Allowance, Outstation Allowance, House Rent Allowance, Hardship Allowance, Working Hours, Licence Fee, Outstation Posting, Children Education Allowance, Overtime Allowance, ESI and Group Medical Scheme, Insurance Coverage and Special Leave.

28. The Association agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this Settlement involving financial commitment on the part of the Corporation will be made during the pendency of this Settlement.

29. No payment due or made prior to the date of this Settlement on the basis of emoluments already drawn by the workmen covered by this Settlement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to the date of this Settlement.

*Adjustments:*

30.1. The ad hoc payment of Rs. 40 per month already made to the workmen under Staff Notification No. D. Pers/57 dated 28-3-1970 shall be adjusted in their entirety against 'Special Allowance' payable to the workmen as stated hereinafter and the ad hoc payment of Rs. 40 shall be discontinued hereafter.

30.2. The interim payments made to the workmen pursuant to the order of the National Industrial Tribunal dated 14-10-1971 in reference N.I.T. 5 of 1970 shall be adjusted in their entirety against payments to be made under this Settlement towards Special Allowance, Transport Allowance and Washing Allowance respectively and such interim payments shall be discontinued hereafter.

31. *Period of Settlement:*

This Settlement will remain in force till 31st March, 1973 and thereafter in accordance with the provisions of the Industrial Dispute Act, 1947.

## SECTION—III.

32. *Applicability:*

32.1. All these rules for increase in productivity covered under Section II and III of this Settlement will be applicable to all workmen covered by this Settlement.

32.2. All previous agreements, rules of productivity and practices which are not specifically modified, altered or superseded by this Settlement shall continue to remain in force.

33. *Productivity/Flexibility Allowance:*

In consideration of the Association accepting terms of this Settlement as set out in Sections II and III, the Corporation agrees to pay the following amounts by way of Productivity/Flexibility Allowance with effect from 15th January, 1972:

'To Technicians/Senior Technicians	..Rs. 35/-per month
" Chargehands	..Rs. 40/-per month
" Inspectors/Foremen	..Rs. 50/-per month

33. 1. *Shift System:*

(a) The introduction of any shift pattern and shift timings will be first discussed at Superintendents level

and, in case of no agreement, will be discussed with the Chief Engineer who will give his decision. If there is any disagreement with Chief Engineer, the Association can represent to Regional Director for a final decision. The Corporation may also introduce alternate night shift, unbalanced shift, etc. subject to no workman being made to work for more than 44 hours in a week as at present.

The composition of the shift strength and spreadover will be decided by the Shift Incharge/Sectional Head/Divisional Head.

The workmen shall accept rostered unbalanced shift and there shall not be any stipulation as regards the minimum strength etc. The application of this will be entirely left to the Shift/Section Incharge.

(b) The shift system may not be uniform for all departments. The Chief Engineer will have the authority to introduce any improved shift system.

(c) If the time of arrival/departure of an aircraft happens to fall during the rest/meal/tea intervals, the workmen shall first attend to the aircraft and thereafter avail of rest/meal/tea intervals.

(d) The change of shift duty can be affected normally by giving a notice of one week except in emergency.

### 33.2. Split Duty:

(a) Wherever necessary a workman may be called upon to work in split duty, the spreadover whereof shall not exceed 12 hours.

(b) Maximum duty period for staff working 44 hours per week shall not normally exceed  $6\frac{1}{2}$  hours per day for a workman who is called for duty twice a day and  $5\frac{1}{2}$  hours when he is called on duty for more than twice a day.

(c) In case where a workman is called upon to perform duty more than once in a day, he will be provided with transport from his normal place of residence to his place of work and back for the second and subsequent portion of the split duty or in the alternative be eligible for transport allowance of 50 paise per round trip for second and subsequent portion of split duty. In cases of hardship at some outstations, the matter can be referred to Regional Director for his decision on enhanced rate of transport allowance. The discretion to provide transport allowance as provided herein in lieu of transport shall vest solely with the Corporation.

### 33.3. Overtime:

(a) The number of workmen detained or called to perform overtime work and the period for which they are required to perform such work will be decided by Shift Incharge/Sectional/Divisional/Head of the department concerned at their discretion. Even in the rostered shifts, any short fall in strength would be the matter for decision of the shift-in-charge. It will not be binding on the shift-in-charge to maintain shift strength by keeping staff on overtime.

(b) No workman shall refuse to work overtime when called upon to do so.

(c) At outstations where the services are not scheduled to touch daily, overtime wages shall be payable only when the total number of hours worked by a workman exceed 44 in a week or where the total number of hours worked by a workman during a day exceed 9 hours.

(d) In cases of Normal Shift workers, number of workmen required to work on a holiday and the period of such work shall be at the discretion of the Corporation.

(e) If a workman rostered for duty on an afternoon shift (except the last afternoon shift which is followed by a night shift) works overtime for the whole of the following night shift, he shall be allowed a compensatory day off. If any workman rostered for duty on the last afternoon shift (which is followed by a night shift) is required to work overtime for the whole of the night shift, he shall report for work at the scheduled time in the following night shift.

(f) If a workman rostered for duty on the morning shift (except the last morning shift which is followed by an afternoon shift) works overtime for the whole of the afternoon shift, he shall report for work in the following morning shift at the expiry of 11 hours from the close of such afternoon shift. If, however, a workman rostered for duty on the last morning shift (which is followed by an afternoon shift) works overtime for the whole of the afternoon shift, he shall report for work at the scheduled time in such afternoon shift.

(g) A workman who works overtime otherwise than for a complete shift shall be allowed a rest of 11 hours after the termination of such overtime work and before he resumes his normal work thereafter.

### 33.4. Deduction for lateness and unauthorised absence for a part of the duty period:

Late attendance by workmen covered under the Factories Act, 1948 shall be governed by the following rules:—

(a) In case of late attendance upto 10 minutes on a day, upto maximum of 4 times in a calendar month, no deduction in wages shall be made thereof.

(b) Any late attendance upto 30 minutes subject to the provisions of sub-para 1 hercof, shall be deemed to be absence for 30 minutes for the purposes of deduction of wages.

(c) A workman reporting late in excess of 30 minutes on any day shall be liable to be disallowed from attending duty. Provided, however, in case of public emergency such as riots, curfew, natural calamities resulting in mass dislocation of system of public transport, the Departmental Head, on receiving the request in writing from the workmen concerned, may allow them to join duty even on late attendance in excess of 30 minutes, and such workmen shall not be entitled to any wages for the period of lateness, rounded to the next half an hour. Provided further that in cases covered under the proviso hereinbefore the Regional Director may in his discretion authorise wages for such late attendance, where he is satisfied that sufficient extenuating circumstances exist.

(d) The workman while leaving the work for medical attendance or for attending work not connected to his main work shall leave only with prior permission of his section head/shift-in-charge through an appropriate system of passes prescribed by the Corporation in this behalf.

(e) The workmen shall report at the workshop ready for work at the start of the shift activities. Similarly, the workmen are not to stop work before the actual break up takes place.

### 33.5. Flexibility of work:

(a) The workmen in the Maintenance Division shall, if required, also perform duties relating to normal maintenance work on aircraft in addition to attending departures/arrivals of aircraft.

(b) No workman, at any time, shall during his scheduled working hours or when detained on overtime, refuse to perform any duty at any place, which may be allotted to him, provided the nature of such duty is within the purview of the job for which he has been employed by the Corporation.

**33.6. Surveillance Inspection:**

The Association agrees to the introduction of a system of surveillance inspection in the Engineering Department whereby workmen covered by this Settlement shall discharge such additional responsibilities as may be envisaged by the system. While working out the details the Association will be consulted.

Dated this the 25th day of December, 1971.

Sd/- M.K. Basu

Sd/-A.H. Mehta

1. For and on behalf of Indian Airlines

Sd/-K.N. Kathju

Witnesses :

2. For and on behalf of Indian Aircraft Technicians' Association

Sd/-Kripal Choud  
25-12-1971

Sd/-J.F. Mandonsa  
25-12-1971

Sd/-J.P. Saxena  
25-12-1971

Sd/-H.K. Ghosh  
25-12-1971

Sd/-25-12-1971

Sd/-25-12-1971

**APPENDIX**

NIT-5 OF 1970

**STATEMENT AND DOCUMENTS FILED BY INDIAN AIRLINES.**

1. Statement of Claims dated 23-1-71.
2. Petition dated 14-9-71.
3. Reply of the Management to the Statement of Claims-Cum Rejoinder filed by Air Corporation Employees Union dated 6-10-71

**Exhibits**

- M-1 Air Corporations Act.
- M-2 Air Corporation Act.
- M-3 Services Committee Report.
- M-4 Bind Basani Prasad Award.
- M-5 Khosla Award.
- M-6 1955 Agreement (Dated 29-4-1955)
- M-7 1956 Agreement (Dated 2-2-1956)
- M-8 Settlement dated 13th May, 1961
- M-9 Settlement dated 9th March, 1964.
- M-10 Settlement with ACEU dated 1st February, 1967.
- M-11 Settlement in conciliation dated 1st February, 1967 with IATA.
- M-12 Gazetted Service Rules.
- M-13 Standing Orders for Non-factory workers.
- M-14 Standing Orders for factory workers.
- M-15 Recruitment and Promotion Rules.
- M-16 Demands of IA Management on ACEU along with covering letter regarding productivity.
- M-17 Demands of IA Management on IATA along with Covering letter regarding productivity.
- M-18 Agreement between AI and ACEU dated 18-3-1971
- M-19 Agreement between AI and IATA dated 29-3-1971.
- M-20 Letter from Ministry of Labour, Employment & Rehabilitation regarding entitlement of IATA for recognition. Letters for recognition of IATA and derecognition of ACEU
- M-21 Award of Industrial Tribunal regarding Increment at 13th Stage.

NIT-5 OF 1970

**Statement FILED BY A.C.E.U.**

1. Statement of Claims-cum-Rejoinder dated 20-9-1971 of A.C.E.U.
2. Statement of Claims as filed in NIT-1 of 1970-Annexure 'A' (Referred to in para 8 at p. 5 of the ACEU's Statement dated 20-9-71).
3. Reply to Written Statement of Claims of Indian Airlines-Annexure 'B'.  
(Referred to in para at p.5 of ACEU's Statement dated 20-9-1971).
4. Agreement dated 1-2-67 between Indian Airlines and ACEU Annexure 'C'.

**Statement and documents filed by Indian Aircraft technicians Association.**

Statement of Indian Aircraft Technicians Association with reference to the Petition of the Management praying for Award to be made in terms of the proposals submitted by them.

**Exhibits**

- 1 D-1 Gazette of India, Part-II, Section 3 Sub-section(ii) -Zaure's Award p-76.
- 2 D-2 Memorandum of Settlement between the Management of BOAC and the Federation of BOAC Employees Unions (India) and Employment Regulations for Staff in Salary Scales in Blocks I&II. (W.W.12/1 of NIT (1) of 1970).
- 3 D-3 Form of Quarantine Tag.
4. D-4 Form of Serviceable Tag.
6. D-5 Staff employment notice dated 3-1-1970

NATIONAL INDUSTRIAL TRIBUNAL  
NIT-5 of 1970

**Workers, Witnesses****I ACEU**

- |                            |         |          |
|----------------------------|---------|----------|
| 1. Shri M.M. Ojha          | w.w. 1  | 14-10-71 |
| 2. Shri C. Ramdas          | w.w. 2  | 19-11-71 |
| 3. Shri S.K. Roy Choudhary | w.w. 3  | 26-11-71 |
| 4. Shri B.K. Ghosh Roy     | w.w. 4  | 13-12-71 |
| 5. Shri G. Goverdhan       | w.w. 5  | 13-12-71 |
| 6. Shri P.S. Chodha        | w.w. 6  | 14-12-71 |
| 7. Shri Om Parkash Gupta   | w.w. 7  | 14-12-71 |
| 8. Shri J.K. Chopra        | w.w. 8  | 14-12-71 |
| 9. Shri N.K. Kalsi         | w.w. 9  | 15-12-71 |
| 10. Shri Y.D. Sharma       | w.w. 10 | 14-12-71 |
| 11. Shri J.V. Rajmalani    | w.w. 11 | 15-12-71 |
| 12. Shri Bhuvneshwar Dayal | w.w. 12 | 15-12-71 |
| 13. Shri K.B.T. Rao        | w.w. 13 | 15-12-71 |
| 14. Shri N.K. Tiwari       | w.w. 14 | 23-12-71 |
| 15. Shri P.K. Majumdar     | w.w. 15 | 23-12-71 |

**II. IATA.**

- |                         |          |
|-------------------------|----------|
| 1. Shri J. F. Mendonca. | 31-12-71 |
|-------------------------|----------|

**Managements Witnesses**

- |                        |        |          |
|------------------------|--------|----------|
| 1. Shri C.S. Malhotra, | IMW.1. | 25-12-71 |
| 2. Shri G. Clement,    | IMW.2. | 1-1-72   |
| 3. Shri R.K. Goyal,    | IMW.3. | 1-1-72   |

**S.O. 899.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Air India and their workmen, which was received by the Central Government on the 28th February, 1972.

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
NEW DELHI.**

(REFERENCE NO. N.I.T. 2 OF 1970)

In the matter of an industrial dispute between the employers in relation to the Air India and their workmen as represented by:—

- (1) Air Corporations Employees' Union, New Delhi.
- (2) Air India Staff Association, Bombay.

**PRESENT:**

Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

**APPEARANCES:**

*For the Employers.*—Shri Sohrab D. Vimadalal, Bar-at-Law, with Shri S. K. Wadia, Solicitor, Shri S. K. Nanda, Chief Personnel Manager, Air India, Shri K. A. Sapat, Industrial Relations Manager, Air India, Shri George Clement, Deputy Personnel Officer, Air India and Shri V. N. Malya, Assistant Personnel Officer.

*For the Employees.*—Shri Madan Mohan, Advocate, with Shri P. K. Majumdar, General Secretary, Shri V. M. Fernandez, Joint Secretary and Shri M. H. Hegiste, Regional Chairman For the Air Corporations Employees' Union.

Shri P. K. Raman, President and Shri H. P. Bhoptkar, Secretary for the Air India Staff Association.

**AWARD**

The Central Government constituted a National Industrial Tribunal, with Headquarters at New Delhi, and appointed the undersigned as the Presiding Officer of the Tribunal, by an Order No. 4/82/70/LR(III)(i) dated 2nd November, 1970. Thereafter, the Central Government, by an Order No. 4/92/70-LR(III) dated 6th November, 1970, referred for adjudication, under sub-section 1A of Section 10 of the Industrial Disputes Act the following industrial dispute, as mentioned in the Schedule annexed to that Order:

"Whether the demand of the Air Corporation Employees Union for payment in excess of the minimum bonus already offered by the Air India for the accounting year 1969-70 is justified? If so, to what relief are the workmen entitled

The Order of Reference was received by this Tribunal on November 10, 1970. November 30, 1970, was fixed for filing of Statements of Demands and December 16, 1970 for rejoinders and December 17, 1970 for preliminary hearing. On December 2, 1970, an application was received from the Air Corporations Employees' Union (hereinafter called ACEU) that they could not file their Statement of Claims because both the parties had commenced mutual negotiations for resolving the dispute out of Court and that the negotiations were still in progress. The ACEU consequently wanted time till December 30, 1970 for filing the Statement. The Written Statement was then allowed to be filed on December 14, 1970 and rejoinder by December 28, 1970. On December 15, 1970 a further application dated December 14, 1970 was received from the ACEU stating that in view of the then disturbed state of industrial relations in the Indian Airlines, they were busy finding out a remedy for that situation and prayed for time upto December 25, 1970 for filing their statement. They were consequently allowed to file their Statement of Claims by December 28, 1970.

January 11, 1971 was fixed for Rejoinders and January 21, 1971 for preliminary hearing. No Written Statement of Claims was filed by December 26, 1970. A notice was accordingly, issued to the parties to the effect that as the Statements of Claims had not been filed by the fixed date and no extension of time applied for, it would be presumed that the ACEU did not propose to file any statement of Demands and the case will proceed on the date already fixed for preliminary hearing. On January 21, 1971, the ACEU stated that the Air India had not given them the Balance Sheet and promised to give it to them after it had been placed before the Parliament and that consequently the ACEU could not file their Statement of Claims and that if a copy of the Balance Sheet was given to them even on January 24, 1971, they would file their Statement of Claims on January 30, 1971. The Air India agreed to give them a copy of the Balance Sheet on January 24, 1971. January 30, 1971 was, accordingly, fixed for the filing of Statement of Claims by the ACEU. Rejoinders were to be filed by February 22, 1971. On January 30, 1971, the ACEU again applied for a fortnight's more time to file their Statement of Claims on the ground that their Counsel had to go out of station urgently after the Balance Sheet had been received from the Air India. The Statement of Claims was then permitted to be filed by February 8, 1971 and Rejoinders on February 22, 1971 and March 1, 1971 was fixed for Issues. On March 1, 1971 the ACEU stated that they had received a copy of the Rejoinder from the Air India on that date and consequently prayed for and were allowed time to file their Rejoinder by March 15, 1971. Meanwhile, an application dated February 9, 1971 had been filed by the Air India Staff Association for being impleaded as a party. This application was also fixed for March 1, 1971, but was adjourned to March 2, 1971 because of a telegram received from the Air India Staff Association expressing their inability to appear on March 1, 1971 owing to delay in the flight. The ACEU and the Air India had no objection to Air India Staff Association being allowed to appear and take part in the proceedings. But they stated that the Air India Staff Association could only file a Statement supporting the demands of the ACEU and could not go contrary to those demands and raise any fresh demands. By a detailed Order dated March 2, 1971, annexed as Schedule I to this Award, the Air India Staff Association was allowed to appear and take part in the proceedings of the case. But since no demands contrary to the demands of ACEU could be considered under the Order of Reference the Written Statement-cum-Rejoinder of the Air India Staff Association, had to be within the limitations of the Order of Reference. They were asked to file it by March 16, 1971, i.e. well before the date fixed for Issues. On April 5, 1971, Shri H. P. Bhoptkar, on behalf of the Air India Staff Association stated that they had not filed any Statement of Claims and would only support the ACEU and adopt ACEU's Statement of Claims.

Briefly stated, ACEU's case was this. The Air India Corporation was established on 15th of June 1953 under the Air Corporations Act 1953. The assets, liabilities and business of Air India International which was previously carrying on business in the civil aviation in India and abroad, were taken over by the Air India Corporation as a running concern on August 1, 1953. The employees of the Air India International Ltd. as well as in the Air India Ltd. were also transferred to the Air India Corporation with the same terms and conditions of service. They were being paid bonus by both those concerns prior to the nationalisation of their business. But the management of Air India Corporation did not pay any bonus to their employees for the years 1954-55 to 1958-59 in spite of agitation by the ACEU for payment of bonus every year. In 1962 the Government of India constituted a Bonus Commission to enquire into the question of bonus and to make recommendations for enactment of a suitable legislation on the subject. But the terms of reference of the Commission did not include, in their scope, the Air India Corporation and the Indian Airlines Corporation.

as confirmed by letter No. WB-20(13)/61 dated February 16, 1962, of the Ministry of Labour and Employment, Government of India, to the Regional Secretary of the ACEU. Consequently, the ACEU continued their agitation for the payment of bonus which also included demand for payment of bonus for the years 1959-60 to 1961-62. The management did not consider the demand for payment of bonus during all those years since the formation of the Air India Corporation on the ground that the question of payment of bonus being of vital importance, a policy decision was to be taken by the Government of India and till then no bonus could be paid in the Air India Corporation as no profit-sharing bonus was being paid in any public sector undertakings. It appears that the Government of India had issued directions to all Public Sector Undertakings not to pay profit-sharing bonus to the employees and that the demand for payment of bonus was being consequently resisted by the managements of such Undertakings. While the A.C.E.U.'s agitation continued, the Government of India changed its policy and allowed some Public Sector Undertakings to pay *ad-hoc* bonus with the previous approval of the Central Government and not the profit-sharing bonus. Consequently, as allowed by the Government of India, the Air India Corporation, by a Staff Notice No. 11/64/65 dated April 8, 1964, declared an *ad-hoc* payment equivalent to one month's basic pay plus dearness allowance, subject to a maximum of Rs. 1,000 as bonus for the year 1962-63. Similarly, for the next year the Central Government approved payment of *ad-hoc* bonus at the same rate to the employees by the management of the Air India. The Management consequently issued another Staff Notice on November 18, 1964, making payment of *ad-hoc* bonus on the same terms and conditions as were made for the year 1962-63. In the same manner, *ad-hoc* bonus payment was made for the year 1964-65 at the same rate and on the same terms and conditions—*vide* Staff Notice No. 44/65-66 dated December 28, 1965 which also stated that an agreement had been reached with the ACEU on the claim for bonus for the past years. The ACEU had thus accepted the payment of bonus for the years 1962-63 to 1963-64 in accordance with the Staff Circulars issued by the management for those two years. A Payment of Bonus Ordinance was promulgated on May 29, 1965. It was replaced by the Payment of Bonus Act, 1965 on September 25, 1965. By Section 20 of the Act, it became applicable to the employees of the Air-India Corporation also. A dispute then arose whether the employees in Public Sector Undertakings where *ad-hoc* payment was being made with the approval of the Central Government were entitled to claim bonus under the Act over and above the *ex-gratia ad-hoc* payments being made in those Undertakings. On December 2, 1965, the Central Government took a decision, and the Hon'ble Minister of Labour and Employment, made a statement in the Lok Sabha on December 9, 1965 regarding a decision having been taken by the Central Government on the point. The Cabinet decision was circulated to the management of the Air India Corporation by a circular letter dated February 22/23, 1966, to the Chairman/Managing Directors and General Managers of all Public Sector Undertakings under the administrative control of the Ministry of Industry. It was marked to the management of Air-India as well. The Air India management again issued a Staff Notice dated November 5, 1966 declaring the payment of bonus at the rate of 4 per cent of the total salary earned by the employees during the year 1965-66. Since there was an air crash during this year and the level of profit was 50 per cent of the previous year, the management did not declare any *ex-gratia* payment in view of condition No. (iv) of the cabinet decision. The level of performance was restored in 1966-67. The management consequently declared payment of minimum bonus at the rate of 4 per cent of the total salary earned by the employees during that year and payment of *ex-gratia* amount equivalent to half the monthly rate of salary (basic pay inclusive of personal pay, if any, and dearness allowance) for the month of March, 1967, subject to a maximum of

Rs. 500/-. This payment was made strictly in accordance with the cabinet decision i.e. the amount of minimum bonus and the *ex-gratia* payment equivalent to one month's salary. Since the level of performance in profits continued to be maintained, a Staff Notice No. 51 dated October 14th, 1968 was again issued by the management, on the same terms and conditions, and the payment of bonus for the year 1967-68 in terms of the circular letter was also recorded in a Memorandum of Settlement between the Management of Air India and the ACEU on October 12th, 1968. The management of Air India and the ACEU, had thus agreed for the payment of bonus in accordance with the terms and conditions laid down in the Central Cabinet decision for all those years. Similar bonus was paid for the year 1968-69 by a Staff Circular and the terms of payment of bonus for this year were also recorded in a Memorandum of Settlement between the Management and the ACEU on November 1, 1969. The ACEU claims that it is clear that there was in existence an agreement between the Management and the ACEU to the effect that bonus be paid to the employees in accordance with the Central Cabinet decision. The ACEU further claims that in view of the Central Cabinet decision the Air India Corporation employees are entitled to get bonus for the year 1969-70 at the rate they would be entitled to under the Payment of Bonus Act and in case the amount which is payable is less than the amount of bonus and *ex-gratia* payment made by the Air India during the previous years, the employees would be entitled to the amount of bonus and *ex-gratia* payment so made during the previous years if the level of performance is maintained. The profits earned by the Air India during the year 1969-70 are enormous and there would be sufficient allocable surplus to warrant the payment of bonus prescribed under the Payment of Bonus Act. On this ground, they claim payment of 20 per cent of the total emoluments for the year 1969-70 as bonus for that year. But on submission of the demand by the ACEU, the management informed them on September 14, 1970 that under the Payment of Bonus Act, there was no available surplus and only the minimum bonus of 4 per cent of the annual salary would be payable to the employees. The request for payment of minimum bonus and *ex-gratia* payment at the rates of the previous years, pending determination of the amount payable under the Act, was also not acceded to and the management unilaterally declared payment of only the minimum bonus of 4 per cent in the month of September/October, 1970.

On these allegations, the ACEU prayed for an Award for payment of bonus to the employees, by:—

- (a) Payment of bonus to the employees of Air India for the year 1969-70 at the rate of 20 per cent of their total salary earned during the financial year; or
- (b) Such an amount as may be found due on computation of allocable surplus in accordance with the provisions of Payment of Bonus Act provided such an amount is higher than the amount of minimum bonus prescribed under the said Act and the *ex-gratia* payments made by the Management during the year 1962-63 to 1968-69, excepting the year 1965-66; or alternatively
- (c) "In case the Hon'ble Tribunal comes to the conclusion that the allocable surplus as worked out in accordance with the provisions of Payment of Bonus Act, does not entitle the employees to the payment of bonus equivalent to or more than the amount of minimum bonus and *ex-gratia* payments at the rates paid during the previous years referred to above, namely, 4 per cent of the salary plus *ex-gratia* payment equivalent to half month's salary (basic salary plus personal pay, if any, plus dearness allowance) subject to a maximum of Rs. 500."

It is admitted by the parties that the ACEU does not represent Flight Engineers, Flight Navigators and Pilots. The management denies that the ACEU represents even the Indian Aircraft Technicians, Senior

Aircraft Technicians, Chargehands, Foremen, Inspectors and alleges that the scope of the Reference is to be confined to only those workmen who are the members of the ACEU. On August 17th, 1970, the demands submitted to the management for bonus for the accounting year 1969-70 was for payment of bonus equivalent to 20 per cent of the total wages earned by the employees during that year. It was also demanded that the employees who had served the Corporation for any period during the said financial year irrespective of whether they were still in service or not should be paid bonus proportionately on the same basis. The management contends that in view of this and the wordings of the Order of Reference itself, the alternative prayers (b) & (c) being on a basis different from the demands submitted to the management and the Order of Reference, cannot be termed as industrial disputes and are outside the scope of the present Reference. According to the management, this Tribunal has no jurisdiction to entertain or adjudicate upon those alternative prayers. The management further pleads that this Tribunal can entertain and adjudicate upon a claim for bonus with reference only to the provisions of Payment of Bonus Act and cannot entertain or adjudicate upon any claim for *ex-gratia* payment. Nor can the ACEU, according to the Management, make a legal claim before any Tribunal for an *ex-gratia* payment and the claim for *ex-gratia* payment is beyond the jurisdiction of this Tribunal. The management alleges that they were liable to pay only the minimum-bonus of 4 per cent under the provisions of the Payment of Bonus Act, that although the ACEU's claim for a higher percentage of bonus was not sustainable, the Corporation in keeping with its liberal policy towards the employees and to maintain good employer-employee relations, decided to make an *ex-gratia* payment in each of the said three years, depending upon the performance and financial position of each separate year and that it was not to be taken as establishing a precedent. The management denies that there is in existence any agreement even by conduct for payment of bonus in accordance with the terms and conditions laid down in the Central Cabinet decision as contained in the Circular dated February 22nd, 1966, which, according to the management, merely offered certain suggestions to Public Sector Undertakings generally and is not binding on the Air India. It is also denied that there is sufficient allocable surplus to warrant the payment of anything beyond the minimum bonus of 4 per cent and that on a calculation made on the basis of the Payment of Bonus Act, there is no allocable surplus at all. On the contrary, there would be according to the Management, a deficit of no less than Rs. 1.52 crores and there is no justification for taking into consideration the amount that was paid in the preceding years.

The following Issues, therefore, arise for determination:

- (1) Whether the demand of the Air Corporations Employees Union for payment in excess of the minimum bonus already offered by the Air India for the accounting year 1969-70 is justified? If so, to what relief are the workmen entitled?
- (2) Whether the ACEU represents the categories mentioned in Clauses (a) and (b) of para 1 of the Written Statement of Air India?
- (3) Whether the scope of the Reference is to be confined to only those workmen who are members of the ACEU?
- (4) Are the prayers (b) and (c) of ACEU's Written Statement of Claims beyond the scope of the Reference and the jurisdiction of this Tribunal?
- (5) Whether the management has agreed by conduct for payment of bonus in accordance with the terms and conditions laid down in the Central Cabinet decision as contained in the Circular dated February 22, 1966, as alleged?

(6) Whether adjudication of a claim for an *ex-gratia* payment of bonus and payment of any amount under the Central Cabinet Circular is beyond the jurisdiction of this Tribunal, as contended by the Air India

(7) Is the decision of the Central Cabinet in Annexure 'D' binding on the Air India?

The parties were, thereafter, directed to file their documents and bonus calculations by April 19, 1971. They were not filed on April 19, 1971 except that the Air India filed Balance-Sheet for the year 1969-70. On April 20, 1971, a statement showing the computation of gross-profits and available surplus for the purpose of calculation of bonus, was filed by the ACEU. The parties were, thereupon, directed to file lists of their witnesses within a fortnight. No list of witnesses was filed till May 4, 1971 but the ACEU filed a list of their witnesses on May 6, 1971 and the management took further time to file their list of witnesses. Case for evidence was fixed for August 19th & 20th, 1971. Evidence was, then recorded in August, September and October, 1971 and arguments were heard in November, 1971 as the parties wanted time for arguments in view of the voluminous evidence and the complicated nature of documents involved in the case.

#### Findings:

##### Issue No. (2):

Shri V. M. Fernandes on behalf of the ACEU stated in para 7 of his Affidavit that Pilots, Flight Engineers, Navigators, Officers and Ground Engineers were not members of the ACEU. Under cross-examination, he clarified that the AMEs also were not members of the ACEU. He stated in para 8 of his Affidavit that technicians including the aircraft technicians and plant technicians were members of the ACEU. It also appears from his Affidavit that technicians, senior technicians charge-hands, Inspectors (and Foremen) are members of the ACEU. It is, therefore, clear that the ACEU has as its members, and represents, all the workmen mentioned in para 1(a) of the Written Statement of the management and does not have any AME mentioned in Para 1(b) of the Written Statement, as its member. Section 36 of the Industrial Disputes Act deals with representation of the parties. Under sub-section (1) Section 36, an officer of a registered trade union, of which a workman is a member, or an officer of a federation of trade-unions, to which the trade union of which the workman is a member is affiliated, may represent the workman. In a case where a workman is not a member of any trade-union, he may be represented under Cl. (c) of Sub-Section (1) of Sec. 36 by an officer of any trade-union connected with, or by any other workman employed in the industry in which the worker is employed and authorised in such a manner as may be prescribed. The ACEU is not a Federation of trade-unions. It can, therefore, represent under Cl. (a) of Sub-Section (1) of Section 36 only its members. Any worker, who is not a member of any trade-union, may also be represented by an officer of the ACEU or any other workman employed in the Air India provided that the person representing is authorised in the prescribed manner. The manner is prescribed by Rule 36 of the Industrial Dispute (Central) Rules, 1957. It provides that an authority in favour of a person or persons to represent a workman or a group of workmen in any proceedings under the Act shall be in Form 'F'. This Form has to be signed by the person or persons nominating their representative. No such authority has been filed in this case by any workman who is not a member of the ACEU for his representation by an officer of the ACEU. The ACEU cannot therefore, represent anybody who is not a member of the ACEU. But the mere fact that the IATA is a recognised union for the technicians, does not prevent the consideration of the demand of the ACEU in respect of the payment in excess of the minimum bonus regarding the members of the ACEU. The ACEU can, therefore, represent the categories mentioned in para 1(a) of the Written Statement of the Air India but not para 1(b) of that Written Statement. I find this issue accordingly.



**Issue No. (3):**

The scope of Reference is to be determined by the wordings of the Reference and is not limited to the members of a particular Union. For instance, some of the technicians may be members of other Unions and some of the ACEU. But it does not follow that a Reference mentioning ACEU's demands will only be restricted to those workmen who are members of the ACEU. We will have to be guided by the wordings of the Order of Reference only. In the scope of Reference, we have to look to the terms of the Order of Reference. The Schedule attached to the Order of Reference runs thus:

"Whether the demand of the Air Corporations Employees Union for payment in excess of the minimum bonus already offered by Air India for the accounting year 1969-70 is justified? If so, to what relief are the workmen entitled?"

The subject matter of Reference is thus the demand of the ACEU in respect of bonus. Obviously, the demand of the ACEU can only be in respect of the categories of workmen which it represents. It cannot, therefore, relate to Pilots, Flight Engineers, Navigators, Officers, Group Engineers and A. M. Es., none of whom are members of the ACEU and represented by it. But it will relate to all those categories of workmen, including technical and non-technical employees, who are members of the ACEU. The Reference cannot be further restricted only to the members of the ACEU in those categories, for any Award, under Section 18(3)(d) of the Industrial Disputes Act, will be binding not only on those workmen in those categories who were employed in the establishment or part of the establishment to which the dispute relates, on the date of the dispute, but also to all persons who, subsequently, become employed in that establishment or part of the establishment. Thus, the scope of Reference will extend to the whole of the category and not only to those workmen who are members of the ACEU even though some of the workmen of that category may be members of the IATA or other Associations. The result is that the scope of the Reference relates to all workmen except the Pilots, Flight Engineers, Navigators, Officers, Ground Engineers and the AMEs. I find this Issue accordingly.

**Issue No. (4):**

Prayer (a) of the ACEU's Written Statement claims bonus for the year 1969-70 at the rate of 20 per cent of the total salary earned by the employees concerned during the financial year. Prayers (b) & (c) are claims in the alternative. Prayer (b) claims the amount which may be found due on computation of the allocable surplus in accordance with the provisions of the Payment of Bonus Act provided that such an amount is higher than the amount of the minimum bonus prescribed under the said Act and the *ex-gratia* payment made by the management during the years 1962-63 to 1968-69 excepting the year 1965-66. The third alternative prayer is not happily worded. But as I understood from the arguments, it was that if the allocable surplus, as worked out in accordance with the provisions of the Payment of Bonus Act does not entitle them to what is claimed under prayer (b), they should at least be given the minimum bonus of 4 per cent of the salary plus the *ex-gratia* payment equivalent to half a month's salary (basic salary plus personal pay, if any, plus dearness allowance) subject to a maximum of Rs. 500. The contention of the learned counsel for the management is that prayers (b) & (c) of the ACEU's Written Statement of claims are beyond the scope of the Reference and the jurisdiction of this Tribunal. On behalf of the ACEU, it is contended that prayers (b) & (c) are less than the relief prayed for under (a) and are clearly covered by the terms of Reference.

The first ground urged by the learned Counsel for the management in support of its contention is that the demand of 20 per cent shows that it is made under the Bonus Act. Neither the Reference nor the prayer (a) makes any mention of the Bonus Act. The Order of Reference mentions only the ACEU's demand for

payment in excess of the minimum bonus already offered by the Air India for the year 1960-70. Prayer (a) only claims bonus at the rate of 20 per cent of their total salary earned during the financial year. It is the contention of the management that the workmen are not entitled to anything more than what is permissible under the Bonus Act. That would be a question for consideration on merits of the case. But the claim covered by the ACEU's demand under Reference cannot be said to be beyond the subject matter of Reference or the jurisdiction of this Tribunal. The next contention is that since the very demand of bonus at the rate of 20 per cent of the total salary shows that the demand has been made under the Bonus Act the question of Cabinet decision cannot be raised under this Act. In para 2 of its Written Statement, the management quoted as follows the ACEU's demand for bonus submitted to the Corporation on August 17, 1970:

"Every employee should be paid bonus for the year 1969-70 equivalent to 20 per cent of the total wages earned by him/her during the said financial year. All employees who have served the Corporation for any period during the said financial year irrespective of whether they are still in service or not, should be paid bonus proportionately on the same basis".

This again is a demand for payment of bonus equivalent to 20 per cent of the total wages and makes no reference to the Bonus Act or even to the Allocable surplus mentioned in Section 11 of the Bonus Act. It is a pure and simple demand for 20 per cent of the wages to be paid as bonus. There is no mention in the ACEU's demand of the basis on which this 20 per cent is claimed. It may or may not be a mere accident that it is the maximum prescribed under the Bonus Act. The demand has to be taken as it is.

Nor can the management take any advantage from prayer (b) of the ACEU's Written Statement of Claims. It is true that in this prayer provisions of Payment of Bonus Act are specifically mentioned. But this prayer is in the alternative. In fact the very existence of this prayer (b) shows that prayer (a) was not necessarily under the Payment of Bonus Act. Prayer (c) also mentions the Payment of Bonus Act. But that is only in connection with prayer (b) and not in connection with prayer (a), for it says "in case the allocable surplus does not entitle the employees to the payment of bonus equivalent to or more than the amount of minimum bonus and *ex-gratia* payment at the rates paid during the previous years referred to above". All this is a reference to what was claimed in prayer (b). Thus, it cannot be said that either on the basis of the ACEU's demand dated August 17, 1970 or on the basis of prayer (a), prayers (b) and (c) are barred.

It was next contended by the learned counsel for the management that paras 1 to 19 of the Written Statement of the ACEU, deal with agreements and then para 20 deals with bonus. This is true. But what do paras 1 to 19 show? Para 1 of the ACEU's Written Statement deals with the Establishment of the Air India Corporation and transfer of the employees of the Air India International Ltd. and the Air India Ltd. to the Air India Corporation. Para 2 merely says that the bonus was paid to the employees by the Air India Ltd. and the Air India International Ltd. prior to the nationalisation of their business. Para 3 contends that the Air India did not pay any bonus to the employees for the years 1954-55 to 1958-59. Para 4 refers to the ACEU's agitation, reference of the dispute to the Assistant Commissioner of Labour, Maharashtra State, Bombay and the appointment of Bonus Commission by the Government of India in 1962 and the exclusion of the Air India and the Indian Airlines from the terms of Reference of that Commission. Para 5 refers to the refusal of the Assistant Commissioner of Labour, Bombay, to interfere in the dispute raised by the ACEU claiming bonus at the rate of four months wages for each of the financial years 1959-60 to 1961-62.



Paras 6 and 7 again relate to the raising of the demand for payment of bonus and ACEU's failure to get any bonus for its employees from the Air India. Para 8 refers to the change in the policy of the Government of India, allowing the Air India to pay to the employees an *ad-hoc* bonus at the rate of one month's pay subject to the condition that no employee getting more than Rs. 1000 was to receive it. This paragraph refers to the Staff Notice dated April 8, 1964.

Para 9 refers to the Staff Notice dated November 18, 1964 making payment on the same conditions as for the year 1962-63 and also to the Staff Notice dated December 28, 1965 paying bonus at the same rate and on the same terms and conditions for the year 1963-64. Para 10 refers to the Ordinance on payment of bonus and its replacement by the Payment of Bonus Act, 1965. Para 11 mentions that it was made applicable to the employees of the Air India. Para 12 then deals with the dispute which arose between the employees in the Public Sector Undertakings and the managements relating to the question whether the employees were entitled to claim bonus under the Act over and above the *ex-gratia ad-hoc* payments being made by these Undertakings. Para 13 refers to the Cabinet decision of December 2, 1965 and the Statement of the Minister of Labour and Employment in the Lok Sabha regarding such a decision. It also mentions the issue of a Circular letter and says that it was marked to the management of Air India as well. Para 14 merely shows why no *ex-gratia* payment was made by the management for 1965-66 in view of an air crash and condition No. (iv) of the Cabinet decision. Paras 15 and 16 refer to the payment of minimum bonus and *ex-gratia* payment in 1966-67 and 1967-68 and the Staff Notice and Circular issued and also to the settlement of October 12, 1968 between the ACEU and the management. The whole result of facts detailed from paras 1 to 16 is given in para 17 of the Written Statement, which shows that the Air India and the ACEU agreed for payment of bonus in accordance with the terms and conditions as laid down in the Central Cabinet decision for all those years, and in this connection it refers to the settlement dated October 12, 1968 and the conduct of the parties from the year 1962-63. It will, thus, be clear that so far as paras 1 to 17 are concerned, they do not show that the claim is under the Payment of Bonus Act only. Paragraph 18 again refers to a Staff Circular and the Memorandum of Settlement between the ACEU and the management dated November 1, 1969. Paragraph 19 again reiterates what follows from paragraphs 1 to 18 and refers to an Agreement between the management and the ACEU to the effect that bonus would be paid to the employees in accordance with the Central Cabinet decision. Paragraph 20 refers to the right to payment of *ex-gratia* if the payment under the Bonus Act falls short of the bonus and *ex-gratia* payment made during the previous years. Thus, the claim for bonus is not merely on the basis of the Bonus Act but also on the basis of the past history, including the Government Circular, Staff Notices and the Agreements. Paragraph 21 refers to the Payment of Bonus Act and the rights of the employees thereunder. Para 22 relates to the demand of the ACEU dated August 17, 1970, claiming 20 per cent of the total wages earned by the employees as bonus and the receipt of the statement of accounts only a fortnight before filing of the Written Statement. Paragraph 23 again refers to the ACEU's letter dated October 15, 1970, requesting the management to pay minimum bonus and *ex-gratia* payment at the rates paid in the previous years pending correct determination of the amount payable under the Payment of Bonus Act. Paragraph 24 refers to the declaration of minimum bonus in September-October, 1970 by the management and the protest of the employees. Paragraph 26 speaks of the maximum bonus to which they are entitled under the Payment of Bonus Act and then to their claims as made in prayers (b) and (c) if they are not entitled to any bonus over and above the minimum bonus under the Payment of Bonus Act. The Written Statement of the ACEU is, therefore, based not merely on the Payment of Bonus

Act but also on the Staff Notices, Government of India Circular and the Settlements and the practice in the past. Even if prayer (a) relates to what is permissible under the Payment of Bonus Act, prayers (b) and (c) are in the alternative and do not claim more than what is demanded by prayer (a). It is always open to a party to claim even under ordinary law reliefs in the alternative, when the alternative reliefs are not higher than the main relief claimed. However, it would not be correct to apply the technicalities of ordinary law to adjudication under the Industrial Disputes Act. By its very nature, the Industrial Disputes Act is meant to provide substantial justice—social and economic. As mentioned already, there is nothing in the Reference itself which excludes the jurisdiction of the Tribunal to the reliefs claimed in prayers (b) and (c). I find this issue, therefore, against the Management.

#### Issue No. (5):

Annexure 'D' to the ACEU's Written Statement is the Government of India Circular dated February 22/23, 1966. In para 1 it says that the provisions of the Payment of Bonus Act do not apply to such of the establishments in the Public Sector as do not compete with like establishments in the private sector and as a matter of policy it has been decided that non-competitive Public Sector Undertakings should also make *ex-gratia* payment to their employees of a minimum of four per cent of the salary or wages of the employees on the same lines as bonus will be payable by the other public sector undertakings. Para 2 further says that for determining the quantum of *ex-gratia* payments by non-competing undertakings, all such undertakings should pay *ex-gratia* amounts which they would be liable to pay as if they were to fall within the purview of the Payment of Bonus Act. It further says that if the past *ex-gratia* payments had been higher than the amount as worked out under the Payment of Bonus Act if it had been applicable to them, the level of past *ex-gratia* payments should be maintained. The circular also says that even in the case of competing Public Sector undertakings, the principle mentioned above should be followed. But it would be conditional upon the maintenance of the level of performance of the undertakings in each individual cases. Annexure 'F' is the Staff Notice dated 11th November, 1967 issued by the Air India. Para 1 of that Staff Notice refers to the Payment of Bonus Act, 1965 and to the right of the employees of the Air India to get only a minimum bonus for the year 1966-67 and the decision of the Air India to pay that minimum bonus. In addition to it, the Air India also decided to make an *ex-gratia* payment equivalent to half the monthly rate of salary, including dearness allowance for March, 1967 subject to a maximum of Rs. 500. There was, however, no reference to the Government of India Circular. Annexure 'G' is another Staff Notice dated October 14, 1968. It is in the same terms for 1968 as Annexure 'F' was in respect of the year 1966-67. Annexure 'H' is the Settlement dated 12th October, 1968 between the ACEU and the management whereby the management agreed to pay for the year 1967-68 minimum bonus of 4 per cent of the salary, plus *ex-gratia* payment (subject to the maximum of Rs. 500) in the same terms as mentioned later in the Staff Notice dated 14th October, 1968 (Annexure 'G'). Annexure 'I' is the Settlement dated November 1, 1969 between the ACEU and the management. It is practically in the same terms as Annexure 'H' except that it is for the year 1969. The Staff Notice for this year has not been filed because no copy could be traced by the ACEU. But the Affidavit of Mr. V. M. Fernandes, showed that there was a Staff Notice of the same kind for this year also, and was in the same terms as are given in this Settlement. There is nothing, as already mentioned, in the Staff Notices or even in the Memoranda of Settlements mentioning the Cabinet Circular of the Government of India. Nor is there any limit of Rs. 500 fixed in the Government of India Circular. Moreover, even earlier to the Circular of February 22/23, 1966—Annexure 'D' there had been

issued a Staff Notice and an *ad-hoc* payment equal to one month's pay plus dearness allowance subject to the condition that no employee would receive more than Rs. 1000 had been allowed by the management by Staff Notice dated April 8, 1964. Annexure 'B' is a similar Staff Notice issued for 1963-64. The *ex-gratia* payment equal to one month's pay in a year is slightly more than the payment of 4 per cent of pay as bonus and 15 day's salary in a year as *ex-gratia* payment. All that can be said therefore, is that the management paid in the past and continued to pay after the Payment of Bonus Act almost the same amount as has been mentioned in the Government of India Circular of letter date (February 22, 1966). Prior to this Circular, the Staff Notices mentioned that approval of the Central Government had been received. In the Staff Notices the Staff Notices after the Circular there was no reference to the approval of the Central Government. That was evidently not necessary because of the Circular of Government of India dated February 22, 1966. There was, however, a fourth sub-class to Cl.2 which mentioned that provision for the maintenance of the *ex-gratia* payment would be conditional upon the maintenance of the level of performance of the undertakings in individual cases. It is true that the Air India continued to earn profit in the years 1967-68 and 1968-69, but there is no mention of the fact in the agreements or staff Notices that the Air India continued to earn profits in these years.

It is also clear from the agreements that each agreement is for a particular year and not for the future years. We cannot read into the agreement words which are not there. It is, thus, clear that the agreements did not expressly provide that the management would pay bonus in accordance with the terms and conditions as laid down in the Government Circular referring to the Cabinet decision. It was consequently pleaded by the workmen that the management had by conduct agreed to do so, and for this Shri Madan Mohan relied on *Ispahani, Ltd. Calcutta vs. Ispahani Employees' Union—1959 (11) LLJ-P.4*. It was laid down in that case that the following circumstances were material or inferring an implied agreement:

- (1) The payment must be unbroken;
- (2) It must be for a sufficiently long period.
- (3) The circumstances in which payment was made should be such as to exclude that it was paid out of bounty.

None of the three elements mentioned in *Ispahani's* case have, in fact, been substantiated in the present case before this Tribunal. The payments have not been unbroken if they are taken from the year 1962-63 for no payment was made in the year of the crash in 1965. The Circular letter itself is of 1966 i.e. after the Bonus Act of 1965 and consequently the period during which the payment has been made in accordance with the circular is only of three years and it cannot be said to be a sufficiently long period. In *Ispahani's* case, the period of 1948-1952, a period of 4 years, was taken as sufficiently long period because of its special circumstance that the Company itself came into existence in 1948. Here, the Company came into existence much earlier and the mere fact that *ex-gratia* payment after 1966 were made for three years in addition to the minimum bonus of 4 per cent, is not a sufficiently long period as contemplated by the *Ispahani's* case. In *Ispahani's* case, the fact that the payment was made even during the period of loss was a circumstance to exclude that it was paid out of bounty. In this case no payment was made during the period of the loss i.e. in 1965. There is, consequently, no circumstance to exclude that *ex-gratia* payment was paid out of bounty. For all these reasons, it cannot, therefore be said to be established that the management has agreed by conduct for payment of bonus in accordance with the terms and conditions laid down in the Circular of February 22, 1966. I find this Issue against the workmen.

#### Issue No. 6:

The management contends that a claim for *ex-gratia* payment of bonus and payment of any amount under the Central Cabinet Circular is beyond the jurisdiction of this Tribunal. It will be noticed that prayer (a) of the ACEU's Written Statement of Claims refers to the payment of bonus at the rate of 20 per cent of their total salary. Prayers (b) claims an amount as may be found due on computation of the allocable surplus in accordance with the provisions of the Payment of Bonus Act provided that such an amount is higher than the amount of the minimum bonus prescribed under the Payment of Bonus Act and the *ex-gratia* payment made by the management during the years 1962-63 to 1968-69 excepting the year 1965-66. These two are the claims under the Bonus Act. The only limitation in prayer (b) is that the amount must not be lower than what has been given in the past to the workmen by way of minimum bonus and *ex-gratia* payments. It is only in prayer (c) that a claim definitely for *ex-gratia* payment equivalent to half a month's salary, subject to a maximum of Rs. 500, has been made and this was to be in addition to 4 per cent of the minimum bonus payable. This claim is made on a number of grounds. For instance, the contention is that the Central Cabinet Circular is binding on the Management under Section 34 of the Air Corporations Act, 1953 which provides for directions from the Government to the exercise and performance by the Corporation of its functions and also that the Corporation would be bound to give effect to any such direction. It was also the case of the ACEU that the management had agreed by conduct to give effect to the provisions of this Circular regarding *ex-gratia* payment. Both these are matters which can be adjudicated upon by the Industrial Tribunal since there is a dispute regarding them between the management and the workmen. It is true that the jurisdiction of the Tribunal is limited by the terms of reference, but the schedule relates to the demand of the ACEU for payment in excess of the bonus already offered by the Air India for the Accounting Year 1969-70 and does not limit the jurisdiction of the Tribunal any further, the demand of the ACEU being clearly for payment in excess of the minimum bonus already offered by the Air India. Whether the ACEU is entitled to any payment on the basis of the Circular is a matter to be considered on merits in the adjudication. But it is not correct to say that the very adjudication of the claim is beyond the jurisdiction of this Tribunal. I find this Issue against the management.

#### Issue No. (7):

The ACEU's contention is that the Government of India Circular dated February 22/23, 1966 is binding on the management under Section 34 of the Air Corporations Act, 1953.

Sub-section (1) of Section 34 is as follows:—

- "34. (1): The Central Government may give to either of the Corporations directions as to the exercise and performance by the Corporation of its functions, and the Corporation shall be bound to give effect to any such directions".

Under this sub-section, the directions of the Central Government are to be as to the exercise and performance by the Corporation of its functions. The functions are described in Section 7 of the Air Corporations Act, 1953 which runs as follows:—

- "7. (1) Subject to the rules, if any made by the Central Government in this behalf, it shall be the function of each of the Corporations to provide safe, efficient, adequate, economical and properly co-ordinated air transport services, whether internal or international or both, and the Corporations shall so exercise their powers as to secure that the air transport services are developed to the best advantage and, in particular, so exercise those powers as to secure that the services are provided at reasonable charges.

(2) Without prejudice to the generality of the powers conferred by sub-section (1), each of the Corporations shall, in particular, have power;

- (a) to operate any air transport service, or any flight by aircraft for a commercial or other purpose, and to carry out all forms of serial work;
- (b) to provide for the instruction and training in matters connected with aircraft or flight by aircraft of persons employed, or desirous of being employed, either by the Corporation or by any other person;
- (c) with the previous approval of the Central Government, to promote any organization outside India for the purpose of engaging in any activity of a kind which the Corporation has power to carry on;
- (d) to acquire, hold or dispose of any property, whether movable or immovable, or any air transport undertaking;
- (e) to repair, overhaul, reconstruct, assemble or recondition aircraft, vehicles or other machines and parts, accessories and instruments, thereof or therefor and also to manufacture such parts, accessories and instruments, whether the aircraft, vehicles or other machines are owned by the Corporation or by any other person;
- (f) to enter into and perform all such contracts as are calculated to further the efficient performance of its duties and the exercise of its powers under this Act;
- (g) to perform any functions as agent or contractor in relation to an air transport service operated by any other person;
- (h) with the previous approval of the Central Government, to enter into agreements with any person engaged in air transportation with a view to enabling such person to provide air transport services on behalf of or in association with the Corporation;
- (i) with the previous approval of the Central Government, to determine and levy fares and freight rates and other charges for or in respect of the carriage of passengers and goods on air transport services operated by it;
- (j) to take such steps as are calculated to extend the air transport services provided by the Corporation, whether within or without India including the development of feeder services and the improvement of the types of aircraft used in air transport services;
- (k) to take such steps as are calculated to promote the interests of the Corporation or to improve the services the Corporation may provide, including provision of catering, rest-room, goods-sheds, warehouses and transport by land or water in connection with any air transport services or any other amenity or facility;
- (l) to take all such steps as may be necessary or convenient for or may be incidental to the exercise of any power, or the discharge of any function or duty conferred or imposed on it by this Act.

(3) Nothing contained in this Section shall be construed as:—

- (a) authorising the disregard by the Corporation of any law for the time being in force, or

(b) authorising any person to institute any proceeding in respect of a duty or liability to which either of the Corporations or its employees would not otherwise be subject.

There is nothing in this Section relating to the employees. The Section dealing with the employees and their employment is Section 8 of the Act. Sub-section (1) of Section 8 provides for the appointment of a General Manager and such number of other officers and employees as he may think necessary. To this sub-section is a proviso that the appointment of the General Manager and such other categories of officers as may be specified after consultation with the Chairman is such rules, shall be subject to the approval of the Central Government. This proviso relates only to the appointment and not to their conditions of service or emoluments. Sub-section (2) relates to the conditions of service, the emoluments and privileges. They are to be determined by regulations made by the Corporation by which the person is employed. Sub-section (3) provides that neither the General Manager nor such other employee of either of the Corporations as may be specified in this behalf by the Central Government shall, during his service in the Corporation, be employed in any capacity whatsoever or directly or indirectly have any interest in any transport undertaking other than an undertaking of either of the Corporations, or in any other undertaking which is interested in any contract with either of the Corporations. It is, thus, clear that there is no provision in this Section for directions of the Central Government regarding the conditions of service and the remunerations and privileges of the employees. Nor can they be said to be covered by the word "function" for the employees, as shown by Sub-section (1) of Section 8, are to be appointed for the purpose of discharging the functions of the Corporation and those functions are specified in Section 7.

It has been contended by the learned counsel for the ACEU that the phrase "directions as to the exercise and performance by the Corporation of its functions" includes directions regarding conditions of service and emoluments of the employees. This contention is without force in view of the specific provisions of Section 7 and Section 8 of the Act, as mentioned above.

There is a distinction between the exercise and performance by the Corporation of its functions and the conditions of service and remuneration of the employees appointed to enable the Corporation to discharge its functions. It is true that under Section 44 of the Air Corporations Act, 1953, the Central Government has the power to make Rules providing for the terms and conditions of the General Managers of the two Corporations and also of such other categories of officers as may be specified from time to time under Sub-section (1) of Section 8. Through these Rules framed under Section 44 of the Air Corporations Act, 1953 the Central Government can exercise control over the terms and conditions of other categories of officers as may be specified under Sub-section (1) of Section 8 from time to time. This control over the terms and conditions of service of certain employees has, however, to be exercised by the Rules framed under Section 44 of the Act and not by the directions issued under Section 34(1) of the Act. The present question is regarding the directions issued by the Central Government apart from the Rules framed or to be framed for it under Section 44 of the Act. If the Corporation refuses to follow the directions issued under Section 34 of the Act with regard to the terms and conditions of service, it is open to the Central Government to take action by framing rules under Section 44 of the Act enforcing those very directions. But the Circular has merely issued directions and has not framed rules and the directions by themselves do not have the effect of Rules.

The learned counsel for the ACEU then relied on the Management of the Fertilizer Corporation of India Ltd. Vs. Their Workmen: 1970-II LLJ-p. 25 for the proposition that the directions in the Circular are binding on the Air India Corporation. This contention is without force. Mr. C. A. Vaidiallingam, J., speaking for the Supreme Court observed:—

*"As we are of opinion that the draft letter of October 14, 1966 (which is discussed by us) constitutes an offer made by the appellant to the workmen to opt for payment of bonus either according to the Cabinet Decision or according to the Production Bonus Scheme, it becomes unnecessary for us to investigate the nature of the power that is exercised either by the President or the Central Government when giving directions to the appellant company under the Articles of Association. For the same reason the question as to whether the Circular letter of the Central Government dated December 21, 1965 is a direction or order, as envisaged by the Articles of Association, does not also arise for consideration." The underlining is mine).*

These observations clearly show that in view of the special circumstances of that case, the Supreme Court considered it unnecessary to decide about the nature of the power exercised by the Central Government and further held that the question whether the Circular was a direction or order as envisaged by the Articles of Association, did not arise for consideration. The question was thus left open and not decided.

The learned counsel for the ACEU then referred to the observation that the exercise of the power of the Board of Directors of the Company is subject to the directives issued by the President from time to time with regard to the conduct of the business of the Company by Directors. These observations are merely with regard to the directives in regard to the conduct of the business of the Company or Directors. They leave out the question whether the directions actually issued were directions with regard to the conduct of the business of the company as envisaged by Articles 67 and 110 of the Association of that case. In fact, the provisions of arts. 67 and 110 of that case were wider than the provisions of Section 34 of the Air Corporations Act, 1953 but even in respect of those wider provisions of these two Articles, the Supreme Court did not decide that the Central Government Circular dated December 21, 1965 was a direction or order as envisaged by these two Articles of the Association. The observations of the Supreme Court, therefore, do not help the ACEU.

For all these reasons, I find that the Central Government Circular in question embodying the decision of the Central Cabinet in Annexure 'D' to the ACEU's Written Statement is not binding on the Air India and I find this issue against the workmen.

Issue No. (1):

Section 4 of the Payment of Bonus Act runs as follows:

"4. The gross profits derived by an employer from an establishment in respect of any accounting year shall—

- (a) in the case of a banking company, be calculated in the manner specified in the First Schedule;
- (b) in any other case, be calculated in the manner specified in the Second Schedule.

Sub-section (b) of Section 4 will apply to the present case because sub-section (a) is confined only to a banking company. The gross profits have, therefore, to be calculated in accordance with the Second Schedule to the Payment of Bonus Act.

The management has filed along with its Written Statement a chart showing the computation of Gross

Profits in accordance with Section 4(b). In item No 1 of this chart, the management has deducted Rs. 30 lakhs as Gratuity Reserve debited to Appropriation Account.

The learned Counsel for the ACEU contends that this deduction is not permissible under Schedule II of the Payment of Wages Act. For this he relied on the Metal Box Company of India. Vs. Their Workmen and vice-versa: 1969(I) LLJ-785. It has been held in that case that any amount set aside out of profits and other surpluses not designed to meet a liability, contingency, commitment or diminution in the value of the assets known to exist at the date of the balance sheet is a reserve. The provisions made against any anticipated losses and contingencies are charges against profits and are, therefore, to be taken into account against gross receipts in the profit and loss accounts and the balance sheet. It further held that the reserves are on the other hand, appropriation of profits, the assets by which they are represented being retained to form part of the capital employed in the business; that provisions are usually shown in the balance-sheet by way of deductions from the assets in respect of which they are made whereas general reserves and reserve funds are shown as part of the proprietor's interests, and the amount set aside out of profits and other surpluses not designed to meet a liability, contingency commitment or diminution in the value of the assets known to exist at the date of the balance sheet is a reserve. But an amount set aside out of profits and other surpluses to provide for any known liability of which the amount cannot be determined with substantial accuracy is a provision.

The learned counsel for the ACEU contended that in Exbt. M-8: Annual Report for 1969-70, on page 28 to 32, gratuity had already been deducted from the profit and loss account. In this connection he referred to items 1A(a), 1B(a), 3(a), 4(a), 5(a), 6A(a) and 6B(a). In these items dealing with Operating Expenses on flying operations, flying training; flight equipment maintenance and overhaul, traffic sales and publicity, passenger and cargo services, surface transport, general administration and Staff welfare, respectively, bonus and gratuity have been accounted for. On page 24 of Exbt. M-8 sub-item (viii) of Item 2 is 'Staff Gratuity Reserve'. Rs. 30 lakhs has been mentioned as the accrued liability as on 31st March, 1969 and Rs. 13,48,645 provision this year of gratuity reserve towards liability accrued during the year (1969-70). This amount of Rs. 13,48,645 has already been deducted in arriving at the net profit and so the amount of Rs. 30 lakhs which was towards accrued liability as of the previous year cannot be deducted from the net profit. According to page 34 of Exbt. M-8 this amount of Rs. 30 lakhs has been shown in the Appropriation Account. This Appropriation Account relates to the distribution and not computation of profits and consequently, it should not be deducted from the net profits as profit and loss account. I agree with the learned counsel for the ACEU that what Second Schedule provides for is the taking of net profit as per profit and loss account and that amount, according to the management itself, in Annexure I of its Written Statement, is Rs. 227.01 lakhs. Under item No. 1 therefore, deduction of the amount of Rs. 30,00,000 from the net profit as contained in the management's own profit and loss account, is not permissible.

The learned counsel for the management contends that the provision for gratuity reserve is clearly covered by the decision of the Supreme Court in the Metal Box Company of India Case (Supra). This contention is without force in view of Shri J. N. Mongrella's statement, wherein he says that Rs. 30 lakhs has been shown in the Appropriation Account and is a reserve. He further says that generally we can only deduct provisions and not a reserve for arriving at the net profits and that the management

had made a provision for accrued liability during the current year in dispute to the extent of Rs. 13,48,645 for Staff Gratuity Reserve and that this amount had been shown in the profit and loss account under different heads. He further stated that the financial position as reflected in the balance sheet of 1969-70 under profit and loss account and Appropriation Account is that Rs. 30 lakhs appears to come out of the Appropriation Account. Thus, in view of the profit and loss account of the management itself and in view of the net profit as shown in the accounts, it is the sum of Rs. 227.01 lakhs which has to be taken as the net profit and not Rs. 197.01 lakhs after deduction of Rs. 30 lakhs.

In Annexure I, item No. 2 which is in accordance with the Second Schedule, the ACEU did not object to the various items given thereunder. In fact the total of item No. 2 in the ACEU's Chart—Exbt. WW1|1 is the same i.e. Rs. 647.18 lakhs as in the Chart given by the Management in Annexure I.

When we come to item No. 3 which provides for adding back of certain additional items, the first item is the Bonus paid to the employees in respect of the previous accounting years. Under this item the management avers that nothing is to be added. The ACEU, on the other hand says that the sum of Rs. 28.79 lakhs as provided in its chart Exbt. WW-1|1, should be added. This figure has been taken from page 34 of Exbt. M-8 item 16 providing for *ex-gratia* payment of salaries to staff for 1968-69. The actual amount is Rs. 28,79,220. To understand the nature of this payment we may refer to Annexure I, of Exhibit M-7. It refers to a demand for payment of bonus at a rate above 4 per cent. The management was of the view that no higher rate of bonus was admissible under the Payment of Bonus Act. Then there was a Settlement between the ACEU and the management. Para 3 of the Settlement said that notwithstanding the right of the employees to a minimum bonus of 4 per cent, the Corporation had decided to make an *ex-gratia* payment equivalent to half the monthly rate of salary for March, 1969, subject to a maximum of Rs. 500 in addition to the minimum 'bonus' with reference to this *ex-gratia* payment. In full and final settlement of their demand in this regard. The settlement avoided the use of the word 'bonus' with reference to this *ex-gratia* payment. In fact, in the last para of the Settlement, the two words 'bonus' and '*ex-gratia* payment' were used together—'bonus' referred to the minimum bonus at 4 per cent, and the '*ex-gratia* payment' to the payment of half the monthly rate of salary for March, 1969 subject to a maximum of Rs. 500. The management agreed to this payment because of the demand of the ACEU for a higher bonus. They specifically denied the right of the workmen to any higher bonus and only agreed to *ex-gratia* payment which was not called bonus in the Settlement. They confined the use of the word 'bonus' to the minimum bonus of 4 per cent, only in the last paragraph of the Settlement. They called it an *ex-gratia* payment consisting of 15 days salary in a year for each employee or Rs. 500 whichever was less.

The Management relied on Sections 8 to 14 and 17 of the Payment of Bonus Act. Section 8 of the Payment of Bonus Act provides that 'Every employee shall be entitled to be paid bonus in accordance with the provisions of the Act. Section 9 provides for disqualification for bonus. Section 10 provides for payment of minimum bonus of 4% of the salary or wage earned by the employee during the accounting year or Rs. 40 whichever is higher whether there are profits in the accounting year or not. Section 11 provides for the maximum bonus. Sections 12 to 14 deal with the calculation of bonus. Section 17 provides for adjustment of customary of interim bonus against the bonus payable under the Act. Shri J. N. Mongrelia, Assistant Financial Controller of the Air India, stated that the sum of Rs. 28.79 lakhs paid by

way of *ex-gratia* payment was not paid by way of bonus. But that does not materially change the nature of the payment. The dictionary meaning of the word 'bonus' is "gratuity to workmen beyond their wages". What the Payment of Bonus Act provides for is the minimum and the maximum bonus the methods of calculation of allocable surplus for the payment of bonus and other like matters. But it does not give a specific definition to the word 'bonus'. We will have then to give to the word 'bonus' the ordinary meaning of the word i.e. gratuity to workmen beyond their wages. The amount of Rs. 23,79,220 has been shown as paid in 1970 as *ex-gratia* payment of salaries to staff for 1968-69, i.e. a gratuitous payment beyond their wages. The word 'salaries' has been used because the *ex-gratia* payment was equal to 15 days' salary. But in fact it is of the nature of the payment of bonus. It has therefore to be added back to the net profits.

Sub-items (b) and (c) of item No. 3 of the Chart of the management are not directly objected to by the ACEU and are in fact the same in the ACEU's chart WW-1/1 also. With regard to sub-item (d) of item 3, the Management has written Nil against it while the ACEU has put down the sum of Rs. 76,30,555 to be added back to the net profits. Sub-item (d) in Schedule II to the Payment of Bonus Act is "Capital expenditure (other than capital expenditure on scientific research which is allowed as a deduction under any law for the time being in force relating to direct taxes) and capital losses (other than losses on sale of capital assets on which depreciation has been allowed for income-tax or agricultural income-tax)".

The sum of Rs. 76,30,555 sought to be added back by the ACEU is at item No. 17 of page 34 of Exbt. H-8. It is mentioned as interest on 747 project loans. The contention of the ACEU is that it was not revenue expense though shown as such by the management since the project of using 747 planes had not started till then. They referred to the statement of Shri J. N. Mongrelia under cross examination, wherein he said that the first Boeing 747 Aircraft was received in March, 1971. That Accounting Year is the year ending 31st March, 1971. The flight started still later. The ACEU contends that it is not correct for the management to say that it was a question for the management to decide. The ACEU emphasises that the management itself had capitalized this in 1970-71. That being so argues the learned counsel for the ACEU, it should have been capitalised in 1969-70 also because the nature of the payment of interest on these 747 project loans was the same. I agree with the learned counsel for the ACEU that it should not be treated as Revenue Expenditure. William Pickles in his book 'Accountancy' clearly distinguishes Revenue Expenditure from Capital Expenditure. Capital Expenditures, according to him, is an outlay resulting in the increase or acquisition of an asset or increase in the earning capacity of a business. Revenue Expenditure, on the other hand, is such an outlay as is necessary for the maintenance of earning capacity including up-keep of fixed assets in a fully efficient state and the normal cost involved in selling including the cost of goods and services of the business to which it relates. The purchase of 747 planes is for the purpose of acquisition of an asset and increase in the earning capacity of the business. It is, therefore, clearly a Capital Expenditure. The Management has itself treated it as Capital Expenditure in 1970-71. The sum of Rs. 76,30,555 should, therefore, be added back. The total of item No. 3 will, therefore, be Rs. 76.36 lakhs.

There is no objection to item No. 4 of the Management's Chart (Annexure I of Management's written Statement) consisting of Rs. 13.77 lakhs.

So the correct total of items 1 to 4 will be Rs. 693.11 lakhs after adding Rs. 13.77 lakhs of item No. 4.

There is no objection to items (a), (b) and (c) of Item 6. The ACEU did not also press any objection to Item 6. The ACEU did not also press any objection to a whole and agreed that the total of Item No. 6 will be Rs. 56.52 lakhs. So the balance of item No. 5 minus item 6 will be Rs. 993.11 lakhs minus Rs 56.52 lakhs = 936.59 lakhs.

As for the Chart (Annexure II to the Management's Written Statement) there is no dispute regarding items (1) and (2). Both the parties have shown it in their Charts. The dispute is regarding items (3) and (4) of this Annexure. As for item No. (4) deductions as per third schedule I agree with the ACEU that 8½ per cent. can be calculated only on paid up capital. By no stretch of imagination can loan capital to termed paid-up capital. It is nothing but loan and we can not add under this item the interest on loan. The management wants to add back the interest amounting to Rs. 87.15 lakhs mentioned by it as item 18 of the Profit and Loss Account on page 34 (Exhibit M-3), with a view to deduct later on 8-112 per cent. on the loan capital of Rs. 13,40,81,737 (vide page 22 of the Exhibit M-8). This cannot be permitted because as mentioned Loan Capital is not paid-up capital. 8½ per cent. on Paid-up Capital i.e. Rs. 13,40,81,737, called equity capital in Exbt. M-8 is Rs. 113.96 lakhs as mentioned in ACEU's Chart. Learned Counsel for the ACEU also does not dispute the addition of Rs. 115.17 lakhs also as 6 per cent on reserve of Rs. 1,919.50 lakhs (Annexure III). Thus the total item No. 4 of Annexure II is not Rs. 343.10 lakhs but will be much less.

The Management claims interest at 6 per cent on the Deferred Taxation Reserve of Rs. 2,50,26,282 as shown at page 22 of the Balance Sheet for the year 1969-70 and sought permission to add a note to Annexure III. The ACEU had no objection to the note and the note was allowed to be added by my Order dated 7th September, 1971. Shri Navre, WW-1, admits that the Management will be entitled to a return in the calculations on Deferred Tax Reserve because the Schedule says "any other reserve". Schedule III of the Bonus Act expressly provides for this at item 3(ii). It will therefore also have to be deducted. It amounts to Rs. 15,01,606.

So the total deduction in respect of 6 per cent of the reserve will be Rs. 115.17 lakhs plus Rs. 15,01,606 i.e. Rs. 130.19 lakhs.

The next question is that of computation of direct taxes. Section 6 of the Payment of Bonus Act runs as follows:

"6. The following sums shall be deducted from the gross profits as prior charges, namely:—

- (a) any amount by way of depreciation admissible in accordance with the provisions of sub-section (1) of Section 32 of the Income-tax Act, or in accordance with the provisions of the agricultural income-tax law, as the case may be:

Provided that where an employer has been paying bonus to his employees under a settlement or an award or agreement made before the 29th May, 1965, and subsisting on that date after deducting from the gross profit notional normal depreciation then, the amount of depreciation to be deducted under this clause shall, at the option of such employer (such option to be exercised once and within one year from that date) continue to be such notional normal depreciation.

- (b) any amount by way of development rebate or development allowance which the employer is entitled to deduct from his income under the Income-tax Act.
- (c) subject to the provisions of section 7, any direct tax which the employer is liable to pay for the accounting year in respect of his income, profits and gains during that year;
- (d) such further sums as are specified in respect of the employer in the Third Schedule."

In view of the phrase "subject to the provisions of Section 7", we may read Section 7 also which runs thus:

"7. Any direct tax payable by the employer for any accounting year shall, subject to the following provisions, be calculated at the rates applicable to the income of the employer for that year, namely:—

- (a) in calculating such tax on account shall be taken of:—
  - (i) any loss incurred by the employer in respect of any previous accounting year and carried forward under any law for the time being in force relating to direct taxes;
  - (ii) any arrears of depreciation which the employer is entitled to add to the amount of the allowance for depreciation for any following accounting year or years under sub-section (2) of section 32 of the Income-tax Act;
  - (iii) any exemption conferred on the employer under section 84 of the Income-tax Act or of any deduction to which he is entitled under sub-section (1) of section 101 of that Act as in force immediately before the employment of the Finance Act, 1966;
- (b) where the employer is a religious or a charitable institution to which the provisions of section 32 do not apply and the whole or any part of its income is exempt from tax under the Income-tax Act, then, with respect to the income so exempted, such institution shall be treated as if it were a company in which the public are substantially interested within the meaning of that Act;
- (c) where the employer is an individual or a Hindu undivided family the tax payable by such employer under the Income-tax Act shall be calculated on the basis that the income derived by him from the establishment is his only income;
- (d) where the income of any employer includes any profits and gains derived from the export of any goods or merchandise out of India and any rebate on such income is allowed under any law for the time being in force relating to direct taxes, then, no account shall be taken of such rebate;
- (e) no account shall be taken of any rebate (other than development rebate or development allowance) or credit or relief or deduction (not hereinbefore mentioned in this section) in the payment of any direct tax allowed under any law for the time being in force relating to direct taxes or under the relevant annual Finance Act, for the development of any industry".



The Management claims a deduction of Rs. 223 lakhs from the gross profits as direct taxes. The ACEU contends that Shri J.N. Mongrelia himself admits that in the Explanatory Note for 1969-70 he had said that no tax liability was likely to arise in the year 1969-70. Consequently, no direct tax should be deducted under the payment of Bonus Act.

The whole thing depends upon the interpretation of Sections 6 and 7 of the Payment of Bonus Act mentioned above. The matter came up before the supreme Court in the Metal Box Company of India Ltd. Vrs. their workmen—1969(1) LLJ-p. 785. Their Lordships of the Supreme Court observed at page 803:

"Section 6(c) being subject to Section 7, the computation has to be done without taking into account the items specified in section 7(a) and in the manner prescribed by the remaining clauses of that Section. There is consequently bound to be a difference between the tax liability under the income Tax Act and the amount of direct taxes to be computed under Section 6 read with Section 7 of the Payment of Bonus Act".

Shri J. N. Mongrelia has stated that the Export Market Development Allowance provision is applicable even for the year 1969-70. The Air India has already been declared a Domestic Company vide Exbt. M-6, as stated by Shri J. N. Mongrelia. The Corporation claimed Export Market Development Allowance before the Income-tax authorities for the period 1st March, 1968 to 31st March, 1968, because the Export Market Development Allowance came into effect from 1st March, 1968. This Allowance was allowed in full to the Air India, as admitted by Shri J. N. Mongrelia in his Affidavit. He has, however, stated that there was always a possibility that the Income tax Act might change and the Export Market Development Allowance might be scrapped either as a whole or for the Airline industry. We are only concerned in this dispute with the year 1969-70 and the Export Market Development Allowance has not been scrapped even for the Airline Industry. Shri J. N. Mongrelia himself admits that the Allowance would be admissible to the Air India for the year in dispute under section 35(B) of Income-tax Act. But he says that having regard to the provision of clause (e) of Section 7 of the payment of Bonus Act the Export Market Development Allowance should be ignored for calculating the amount of tax that would be payable by the Corporation under Section 6 read with Section 7 of the Payment of Bonus Act.

Section 7(e) of the Payment of Bonus Act runs as follows:—

"(e) no account shall be taken of any rebate (other than development rebate or development allowance) or credit or relief or deduction (not hereinbefore mentioned in this section) in the payment of any direct tax allowed under any law for the time being in force relating to direct taxes or under the relevant annual Finance Act, for the development of any industry".

The contention of the learned Counsel for the ACEU is that the Export Market Development Allowance is not for the development of any industry and consequently is not covered by clause (e) of Section 7. His contention is that the ordinary provisions of the Income-tax Act in respect of direct taxes will therefore apply and in view of Section 35-B of the Income-tax Act this amount shall have be deducted from the gross profits for the purposes of calculation of direct taxes.

Shri Vimadalal on behalf of the management, however, contends that the Export Market Development Allowance is an allowance for the development

of an industry because Air India provides air services to passengers coming to and going from India. His further contention is that it is not development rebate or a development allowance mentioned within brackets in clause (e) of Section 7. Development rebate or development allowance have been separately provided for in the Income-tax Act under Sections 33 and 33-A respectively.

I agree with Shri Vimadalal that the Export Market Development Allowance is for the development of the air service industry since Air India is mostly concerned with providing services for passengers coming to and going away from India. Clause (e) of section 7 will, therefore apply to Export Market Development Allowance and the general provisions of the Income-tax Act will be controlled by clause (e) of Section 7. So far as the paranthetical clause (other than development rebate or development allowance) is concerned I again agree with Shri Vimadalal that Export Market Development Allowance is not a Development Rebate or a Development Allowance. Section 33 of the Income-tax deals with development Rebate and Section 33-A with Development Allowance. If the Export Market Development Allowance would have been covered by the provisions of Development Rebate or Development Allowance there would have been no necessity to provide for it separately under Section 35-B of the Income-tax, Act. The very fact that we have a separate section under the Income-tax Act shows that the Export Market Development Allowance has to be treated as something distinct from mere Development Rebate or Development Allowance. The result is that we cannot take this allowance into account for the purpose of calculation of direct taxes under Section 6(c) read with Section 7(e) of the Payment of Bonus Act. We cannot, therefore, deduct this Export Market Development Allowance for the purpose of direct taxes.

Shri J. N. Mongrelia has stated in para 16 of his Affidavit that the direct tax deductible under Section 7 of the Payment of Bonus Act is Rs. 223.87 lakhs which he has calculated on the following basis:—

Gross Profit as per the Second Schedule . . . . .	Rs.	888.64 lakhs
Less: (1) Depreciation admissible under Sec. 32(i) of the Income Tax Act, 1961 . . . . .		475.10
(2) Development Rebate admissible under Sec. 33 of the Income Tax Act, 1961 . . . . .		6.50
		481.60 lakhs
Taxable Profit . . . . .	Rs.	407.87 lakhs
Tax on above at 55% . . . . .	Rs.	223.87 lakhs

In para 17, he says that if the tax is to be calculated on the actual basis the amount thereof would be Rs. 165 lakhs as mentioned below:

"Ignoring any relief available during the year in respect of EMDA, and after ignoring carry forward of losses and depreciation for previous years, the income-tax for the accounting year 1969-70 (assessment year 1970-71) is estimated by the Corporation to be Rs. 165.00 lakhs. The figures in the following calculations have been taken on the basis of the actual return filed by us for the accounting year 1969-70 (Assessment year 1970-71):

Income from Interest on Securities . . . . .	Rs.	22.55 lakhs
Profits and Gains of business . . . . .	Rs.	179.65 lakhs
Income from other sources . . . . .	Rs.	80.81 lakhs
Taxable profit . . . . .	Rs.	283.03 lakhs
Tax thereon at 55% . . . . .	Rs.	165.00 lakhs

The management contends that the calculation should be on the first basis mentioned in paragraph 16. It

allows a greater deduction of Rs. 223.87 lakhs as against a smaller deduction of Rs. 165.00 lakhs as in para 17. The contention of the management is that direct taxes have to be calculated on the basis of gross profits. This contention is without force. The provisions relating to direct taxes to be deducted from gross profits are in Section 6(c) and Section 7 of the Payment of Bonus Act. Under Section 6(c), the sums to be deducted from the gross profits as prior charges, subject to the provisions of Section 7, are any direct taxes which the employer is liable to pay for the accounting year in respect of his "income, profits and gains during that year". It is thus clear that so far as Section 6 is concerned, direct tax is to be calculated on the "income, profits and gains during that year" and not on gross profits. Direct taxes so calculated are to be deducted from the gross profits. Section 6 nowhere says that the direct taxes are to be calculated on the gross profits. What they are to be calculated on is specifically "income, profits and gains" during that year. Shri Mongrelia also gives in para 17 the income, profits and gains during the year. Profits and gains of the business are Rs. 179.65 lakhs, Income from Interest on Securities and Other sources is Rs. 22.55 lakhs and Rs. 80.81 lakhs, respectively. Thus, the income, profits and gains during that year, according to Shri Mongrelia, are Rs. 283.03 lakhs. This is not a fanciful figure but is actually the figure submitted to the Income Tax authorities in the actual return filed by the Air India for the accounting year 1969-70 for the purpose of the assessment of income-tax. It is, therefore, a reliable figure and the management cannot get away from it.

Now, we have to look to the manner of the calculation of direct tax. I may mention here that there is a clear distinction between the manner of calculation of direct tax and on what the direct taxes are to be calculated. Section 7 deals with the manner of calculation as the head note itself shows "Calculation of Direct Taxes payable by the employer". Section 6 provides on what the direct taxes have to be calculated. We have already seen that they have to be calculated on the "income profits and gains during that year". Coming to the manner of calculation, we find from Section 7(a)(i) that no account shall be taken of the losses incurred in the previous Accounting Year Depreciation allowable under-section (2) of Section 32 of the Income Tax Act, shall not be taken into account vide Section 7(a) (ii). No account shall also be taken under Section 1(e), of any rebate allowable under any law for the time being in force relating to direct taxes or under the relevant annual Finance Act for the development of any industry provided that the rebate is not a development rebate or a development allowance. We have already seen above that the Export Market Development Allowance is not a development rebate or a development allowance as contemplated by the Income-Tax Act, while it is clearly a rebate for the development of Air Industry. The word "rebate" used here because of the parenthetical clause "Other than development rebate or development allowance" will be taken to include "allowance" also. Thus, it does not fall within the exception of development rebate or development allowance in that clause but is a rebate allowable under the Income Tax Act, and the relevant annual Finance Act, for the development of the aircraft industry. It will, therefore, have to be ignored for the purpose of calculation of direct taxes under Section 7(e). This is what Shri Mongrelia has said in paragraph 17 of his affidavit, by the words "Ignoring any relief available during the year in respect of EMDA and after ignoring carry forward of losses and depreciation for the previous years". Thus, para 17 of Shri Mongrelia's Affidavit proceeds exactly on the basis of Section 6(c) read with Section 1 (a) and (c). We are not concerned with Clauses (b), (c) and (d) of Section 7, for clause (b) relates to Religious or Charitable Institutions (which the Air India is not); clause (c) to Individual or Hindu Undivided Family (not applicable to Air India) and (d) clause,

to profits and gains derived from the export of any goods or merchandise out of India. Air India does not export goods or merchandise. Passenger service is are neither goods nor merchandise.

It is, therefore, clear that para 17 of the Affidavit is the para on the basis of which we have to proceed for the calculation of direct taxes deductible under Section 6 of the Payment of Bonus Act. As mentioned already, this was also the basis on which the actual returns were filed by Air India before the Income Tax authorities.

Thus, the amount to be deducted as direct tax under section 6(c) is Rs. 165 lakhs and not Rs. 223.87 lakhs.

It was pointed out during the course of arguments that Shri Mongrelia had already deducted depreciation for the current year and development rebate for the current year while arriving at the figures given in para 17 of his Affidavit.

Gross Profits have to be calculated as specified in the Second schedule of the Payment of Bonus Act in the following manner.

	(In lakhs)	(In lakhs)
1. Net Profit as shown in Profit & Loss Account . . . . .		227.01
2. Add back provision for :		
(a) Bonus to employees . . . . .	15.00	
(b) Depreciation . . . . .	535.34	
(c) Direct taxes, including the provision (if any) for previous accounting years . . . . .	..	
(d) Development Rebate/Development Allowance reserve . . . . .	..	
(e) Any Other Reserves . . . . .	96.84	
TOTAL OF ITEM No. 2 . . . . .	647.18	647.18
3. Add back also:		
(a) Bonus paid to employees in respect of previous accounting year . . . . .	28.79	
(b) Donations in excess of the amount admissible for Income tax . . . . .	00.05	
(c) Any annuity due, or commuted value of any annuity paid under the provisions of Section 280-D of the income-tax Act during the accounting year . . . . .	..	
(d) Capital expenditure (other than capital expenditure on scientific research which is allowed as a deduction under any law for the time being in force relating to direct taxes) and capital losses (other than losses on sale of capital assets on which depreciation has been allowed for income-tax or agricultural income-tax) . . . . .	76.31	
(e) Losses of or expenditure relating to, any business situated outside India . . . . .	..	
(TOTAL OF ITEM No. 3) . . . . .	105.15	105.15
		979.34
4. Add also, income, profits or gains (if any) credited directly to reserves other than . . . . . (a) 13.76		
(i) capital receipts and capital profits (including profits on the sale of capital assets on which depreciation has not been allowed for income-tax or agricultural income-tax) . . . . . (b) 00.01		



	(in lakhs)	
(ii) profits of, and receipts relating to, any business situated outside India	..	
(iii) income of foreign concerns from investments outside India	..	
NET TOTAL OF ITEM No. 4.	13.77	13.77
5. Total of item Nos. 1, 2, 3 and 4		993.11

**G. Deduct:**

(a) Capital receipts and capital Profits (other than profits on the sale of assets on which depreciation has been allowed for income-tax or agricultural income-tax)	..	
(b) Profits of, and receipts relating to, any business situated outside India	..	
(c) Income of foreign concerns from investments outside India	..	
(d) Expenditure or Losses (if any) debited directly to reserves, other than:—		
i) Capital expenditure and capital losses on sale of capital assets on which depreciation has not been allowed for income-tax or agricultural income-tax	55.24	
ii) losses of any business situated outside India	..	
(e) In <del>the</del> of foreign concerns proportionate administrative (overhead) expenses of Head Office allocable to Indian business.	..	
(f) Refund of any direct tax paid for previous accounting years and excess provision, if any, of previous accounting years relating to bonus, depreciation taxation or development rebate or development allowance, if written back.	(a) 00.47 (a) Excess provision for bonus for 67-68 written back. (b) 00.81 (b) Excess depreciation of IBM Machine for the period 65/66 to 68/69.	
(g) Subsidy, if any, received from Govt. or from anybody corporate established by any law for the time being in force	..	
TOTAL OF ITEM No. 6	56.52	
7. Gross Profits for purposes of Bonus (Item No. 5 minus No. 6)	993.11 56.52	(—)
	936.59	

*Deductions.*  
(Section 6 of the Payment of Bonus Act).

1. Depreciation admissible under Section 6(a)	475.10
2. Development Rebate under Section 6(b)	6.50
3. Direct Taxes—Section 6(c)	165.00

	(in lakhs)
4. Return @ 8.5% of on the paid-up capital of Rs. 13,42,81,737 under Section 6(d) and Schedule III, Item 3(i)	113.96
5. Return on Reserves at 6% under Section 6(d) Schedule III, Item 3(ii)	130.19
TOTAL DEDUCTIONS	890.76
GROSS PROFITS	936.59 (—) (in lakhs)
Deductions	890.75
	45.84

Add adjustments in terms of the Previous to Section 5 (vide Annexure V of the Management's Statement)

7.55

Available Surplus

53.30

Allocable Surplus (60% of 53.39 lakhs)

32.034 lakhs.

\*This represents interest credited to insurance Fund.

\*\*This represents amount written off previously as bad debts which were recovered subsequently.

The demand of the ACEU for payment in excess of the minimum bonus already offered for the accounting year 1969-70 is therefore justified and bonus has to be paid on the basis of the allocable surplus of Rs. 32.034 lakhs. I find this issue accordingly.

I, therefore, award that the bonus will be paid on the basis of above allocable surplus of Rs. 32.034 lakhs for this year. In the circumstances of the case, there will be no orders as to the costs.

Let the Award be submitted to the Central Government.

(Sd.) M. CHANDRA,  
Presiding Officer.

Dated: 23rd February, 1972.

**SCHEDULE I****BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL NEW DELHI**

In the matter of industrial dispute between the employers in relation to Air-India and its employees as represented by the Air Corporation Employees' Union.

**PRESENT**

The Hon'ble Shri M. Chandra, retired Judge, High Court, Allahabad, Presiding Officer.

For the employers—Shri Shorab Vimadalal, Advocate, with Shri S. K. Wadia, Solicitor, for Air-India.

For the workmen—Shri P. K. Majumdar, with Shri V. M. Fernandes, for Air Corporation Employees' Union.  
Shri P. K. Raman, for Air-India Staff Association.

MISCELLANEOUS APPLICATION No. Misc./HIT-2/4/71 IN REFERENCE No. HIT-2 OF 1970.

**ORDER**

This is an application by Air-India Staff Association (hereinafter referred to as the 'Association') for being impleaded as a party in the dispute.

As per certificate of registration, Air-India Staff Association is a registered trade union. The case of the Association is that in respect of the categories of

staff listed in the Annexure to their application the Association is the only trade union entitled to represent them and that the Reference concerns those workmen also whom the Association represents. An award of this Tribunal may be binding on the workmen represented by the Association also. On that basis they urge that the Association should also be impleaded as a party to the dispute and allowed to represent the case or its members.

On behalf of the Air-India it is contended that the categories mentioned by the applicant Association are also represented by the Air Corporation Employees' Union (hereinafter referred to as 'ACEU') and that if the applicant Association is permitted and allowed to take part in the proceedings it can only support the demand made by the ACEU because it is only the demand of the ACEU which has been specifically referred to this Tribunal in the Schedule to the Order of Reference. The Air-India Staff Association cannot, according to Air-India, submit any demand contrary to the one already made by the ACEU.

The ACEU has not filed any separate reply to the application of the Association.

The Reference is under sub-section (1A) of Section 10 of the Industrial Disputes Act, 1947, which runs as follows:—

"Where the Central Government is of opinion that any industrial dispute exists or is apprehended and the dispute involves any question of national importance or is of such a nature that industrial establishments situated in more than one State are likely to be interested in, or effected by, such dispute and that the dispute should be adjudicated by a National Tribunal, then, the Central Government may, whether or not it is the appropriate Government in relation to that dispute, at any time, by order in writing, refer the dispute or any matter appearing to be connected with, or relevant to, the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule, to a National Tribunal for adjudication."

It is thus an industrial dispute existing or apprehended which is referred for adjudication to a National Tribunal under this sub-section. What is an industrial dispute? It is defined in section 2(k) of the Act, which runs as follows:—

"industrial dispute means any dispute or difference between employers and employers or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour of any persons;"

An industrial dispute thus contemplates, on the one hand, the subject matter of the dispute or difference and, on the other, the parties to the dispute. The use of the words 'any person' shows that the subject matter may relate to only one workman or more, but the parties to the dispute must, even in the case of a workman, be workmen in plural and not only one workman. This gives the scope for a union or unions to sponsor an industrial dispute.

Another material Section is section 18, which throws light on the matter in controversy. Sub-section 3(a) of that section provides that an award of the tribunal shall be binding on all parties to the industrial dispute. Clause (b) of sub-section (3) refers to all other parties summoned to appear in the proceedings as parties to the dispute. Unless they were so summoned without proper cause the Award of the Tribunal will also bind them. Clause (d) of the sub-section says that where a party to the dispute is composed of workmen all persons who are employed in the establishment or

part of the establishment as the case may be to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part, shall also be bound by the Award. This shows clearly that in the case of workmen all those who were employed on that date or may even become employed in the future shall be bound by the Award. It follows from the provisions of section 10(1A) and section 18(3) (a) & 4(d) and section 2(k) read together that the Act contemplates that in an industrial dispute between an employer and its workmen all persons already employed or employed in the future in the establishment or part of the establishment will be bound by the Award. When even the future employees may be bound by the Award, it is not open to any one union or the employers to exclude all other Associations or Unions who may represent other workmen of the establishment or part of the establishment concerned from taking part in the adjudication if they want to take part in them.

On behalf of the Air-India reliance is placed on section 36 of the Industrial Disputes Act. Sub-section (1) of section 36 refers to representation of the workmen. Sub-section (2) refers to representation of the employer. Sub-sections (3) and (4) refer to representations by a legal practitioner. We are here concerned only with sub-section (1) of section 36. It runs as follows:—

"A workman who is a party to a Dispute shall be entitled to be represented in any proceeding under this Act by:—

- (a) any officer of a registered trade union of which he is a member;
- (b) an officer of a federation of trade unions to which the trade union referred to in clause (a) is affiliated;
- (c) where the worker is not a member of any trade union, by an officer of any trade union connected with, or by any other workman employed in, the industry in which the worker is employed and authorised in such manner as may be prescribed."

This sub-section permits a workman who is a party to the dispute to be represented by an official of a registered trade union of which he is a member. Clause (c) of sub-section (1) permits a workman who is not a member of any trade union to be represented by an officer of any trade union connected with or by any other workman employed in the industry in which the worker is employed, and authorised in such manner as may be prescribed. So the categories of such workmen mentioned in the Annexure to the application of the Association as are not members of the ACEU would be entitled to be represented by an officer of any registered trade union of which they are members and if they are not members of any trade union by an officer of any trade union connected with or by any other workman employed in the industry in which the particular workman is employed, provided that such an officer of workman is authorised to do so in the prescribed manner.

The contention of Shri Shorab Vimadlal however, is that in this particular Reference, the Schedule deals with only the demand of the ACEU. The Reference, according to the learned counsel, provides for a consideration of ACEU's demand only and if that demand is justified, the relief to which the ACEU may be entitled.

I agree with Shri Shorab Vimadlal to the extent that the Order of Reference is so worded as to be confined to the demand of the ACEU, its justification, and the relief which may be granted. There is also considerable force in the learned counsel's contention that justification of no demand contrary to the ACEU's demand can be considered under clause (1) of the

Schedule of this Order of Reference. As the Order of Reference refers only to the demand of a particular union for adjudication by this Tribunal, it cannot evidently go beyond the provisions of the Order of Reference. Although there is not the slightest doubt that the adjudication so far as clause (1) of the Schedule of this Order of Reference is concerned, is limited to the demand of the ACEU, it does not debar the Association from appearance and participation in the proceedings within the limits of the Order of reference.

In the interest of justice therefore I allow the All-India Staff Association to appear and take part in the proceedings of this case. They can file their written statement-cum-rejoinder within the limitations of the Order of Reference by the 16th March, 1971. Case for framing of issues as already fixed (5-4-1971).

(Sd.) M. CHANDRA,

2-3-1971.

NIT—2 of 1970

*Statement and Documents submitted by the Air India*

1. Written Statement dated 27-2-1971 with Annexure I to V.
2. Balance Sheet for 1969-70.

*Exhibits:*

- (1) M—1 Copy of Ministry of Industry's O.M. No. Pr.C-9 (6)/64 dated 24-1-1967 to all the Ministries.
- (2) M—2 Office Memorandum No. 45/44/68-I & E, dated 19-12-1968—regarding Recognition of IATA.
- (3) M—3 Agreement of Recognition dated 17-4-1969.
- (4) M—4 Agreement of Recognition dated 7-9-1971.
- (5) M—5 Copy of letter dated 21-6-1969 from Shri K. A. Pandit Consulting Actuary to Air India.
- (6) M—5/1 Extracts from Income-Tax Officer's Order dated 18-2-1965 for the Assessment Year 1960-61.
- (7) M—6 Copy of letter No. BC-T-1/9(27)/69, dated 14-10-1970 to the Financial Controller, Air India.
- (8) M—7 Memorandum of Settlement dated 28-12-1965.  
Do. dated 11-1-1967.  
Do. dated 12-10-1968.  
Do. dated 1-11-1969.
- (9) M—3 Balance Sheet Annual Report and Accounts for the year 1969-70.
- (10) M—W—1/1 Annual Report and Accounts 1957-58.
- (11) M.W. 1/2 Annual Report and Accounts 1958-59.
- (12) M.W. 1/3 Copy of letter No. FC/517/4673, dated 21-6-66 from Senior Accounts Officer to the Secretary A.I.I., Air India, Head Office, Bombay.  
The copy of Air India letter No. GM/51-25/9626 dated 22-12-70 regarding ex-gratia payment for 1969-70.

NIT—2 of 1970

*Statement and Documents filed by ACEU*

1. Statement of Claims dated 8-2-1971.  
Annexure 'A'—Staff Notice No. 11/64/65 dated 8-4-64.  
Annexure 'B'—Staff Notice No. 26/64/65 dated 18-11-64.  
Annexure 'C'—Staff Notice No. 44/65/66 dated 28-11-65.  
Annexure 'D'—Letter No. Pr. C.9(6)/64 dated 22/23/2-65 Bonus payable to employees in the Public Sector Undertaking.  
Annexure 'E'—Staff Notice —No. FC/SAL—18—A/12770 dated 5-11-1966.  
Annexure 'F'—Staff Notice No. 83/67-68 dated 11-11-67.  
Annexure 'G'—Staff Notice No. 51, dated 14-10-1968.

Annexure 'H'—Copy of Memorandum of Settlement dated 12-10-1968.

Annexure 'I'—Copy of Memorandum of Settlement dated 1-11-1969.

2. Rejoinder dated 6-4-1971.

3. *Exhibits:*

- 1) W.W. 1/1 Computation of Gross Profits Accounting year at 31st March, 1970 Air India.
- 2) W.W. 2/1 Copy of Letter No. ACEU/BR/102. dated 8-1-63 from ACEU to the General Manager Air India Bombay together with enclosure.
- 3) W.W. 2/2 Copy of letter No. CL/XII/VAP/26307 dated 7-4-63 from the Asstt. Commissioner of Labour to the General Secretary, Air-Corporations Employees' Union.
- 4) W.W. 2/3 Copy of letter No. ACEU/BR—1/434 dated 15-7-1963— from the Regional Secretary ACEU to the General Manager, Air India.
- 5) True copy of letter No. GM/14-52(E)/6114 on 22-10-71 from Air India to the Joint Secretary ACEU's Bombay, W.E.

[No. 4/92/70-LR.III.]

**S.O. 900.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the Air India and their workmen, which was received by the Central Government on the 28th February, 1972.

**BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
NEW DELHI**

REFERENCE No. NIT-1 of 1971

In the matter of an Industrial Dispute between the employers in relation to the Air India and their workmen as represented by:—

- (1) The Indian Aircraft Technicians Association, Bombay;
- (2) The Air Corporation Employees Union;
- (3) The Air India Inspectors Association, Bombay.

**PRESENT:**

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

**APPEARANCES:**

*For the Employers:—*

Shri Sohrab Vimadlal, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor, S. K. Nanda, Chief Personnel Manager, K. A. Sapat, Industrial Relations Manager.

*For the Employees:—*

Shri H. K. Sowani, Advocate, with Sarvashri J. F. Mendonsa and F. X. Fernandes, for the IATA.  
Shri C. G. Nadkarni, Shri P. A. Varhadkar, President, Shri K. S. Mani, for the Air India Inspectors Association.  
Shri Madan Mohan, with Shri P. K. Mazumdar, Shri Uttam Singh, Shri V. M. Fernandes, for the A.C.E.U.

**AWARD**

The Central Government by an Order No. L11011/2/71/LR-III dated 24th February, 1971, referred for

adjudication under Section 10 of the Industrial Disputes Act, 1947 the following dispute as given in the Schedule attached to that Order:—

#### SCHEDULE

"I. Whether the demands of the Indian Aircraft Technicians Association in respect of the following matters are justified? If so, to what relief are they entitled?

1. Pay Scales and fitment.
2. Dearness Allowance.
3. Technical Pay.
4. Qualification Pay.
5. Approval Allowance.
6. Conveyance Allowance.
7. Hobart driving allowance.
8. Flying Allowance.
9. Shift Allowance.
10. Meal Allowance.
11. Outstation Allowance.
12. House Rent.
13. Special Allowance for outstation duties.
14. Hardship Allowance.
15. Bad Environment Allowance, Insurance Coverage and Special Leave.
16. Working House.
17. Licence Fee.
18. Radio Transmission Allowance.
19. Washing Allowance.
20. Outstation posting.
21. Children's Education Allowance.
22. Over Time Allowance.
23. Employees State Insurance and Group Medical Scheme.
24. Insurance Coverage for the Aircraft Technicians.

II. Whether the demands of the management of Air India in respect of the following matters for increasing efficiency, productivity and discipline are justified? If so, what directions are required in these matters?

1. Shift Pattern and Duty Timings.
  - (i) Flexibility in regard to shift working, shift timing, duty hours, rest intervals and meal breaks.
  - (ii) Transfer of staff from one shift pattern to another.
  - (iii) Inter-sectional and inter-divisional transfers to employees.
  - (iv) Avoidance of wastage of time during working hours.
  - (v) Regulation of weekly working hours.
  - (vi) Termination of overtime duty.
2. Leave Offs etc.

Procedure for granting or availing of various kinds of leave and avoidance of unauthorised absence and overstay of leave.

3. Duties, Trade Demarcations etc.

- (i) Duties and trade demarcations in respect of employees of the Engineering Department and performance of duties which are incidental to their main functions.
- (ii) Introduction of surveillance inspection scheme in the workshops.
- (iii) Supervision of work of foremen, chargehands and technicians by the Aircraft Maintenance Engineers.

(iv) Implementation of various productivity improvement techniques.

#### 4. Miscellaneous.

- (i) Adoption of proper grievance redressal procedures.
- (ii) Display of Association's notices, statements and holding of meetings during working hours etc.
- (iii) Provision of staff uniforms and wearing of uniforms and identification badges.
- (iv) Promotion procedures in respect of technicians and charge-hands.
- (v) Selection of cleaners for Trainee Technicians."

The demands of the Indian Aircraft Technicians Association (here-in-after called the IATA) are contained in the following Charter of Demands submitted to the Management by IATA on 23rd June, 1961.

#### INDIAN AIRCRAFT TECHNICIANS' ASSOCIATION (CENTRAL OFFICE) CALCUTTA

#### Charter of Demands

Re: Revision of Pays, Wages and Allowances of the different categories of Aircraft Technicians/Technicians engaged in *Air India*.

The following categories of Aircraft Technicians in the employ of Air India shall be placed in the revised Scales of pay and allowances shown against the nomenclature and designation of each:—

#### Demand No. I. Pay Scales :

Rs.

1. Aircraft Technicians	435—25—560—40—720—50— 10—20 (15 Yrs.)
2. Sr. Aircraft Technicians	640—40—720—50—1020— 100—1220 (10 Yrs.)
3. Master A/Technicians	770—50—1020—100—1320— (8 Yrs.)
4. Asstt. Foreman	870—50—1020—100—1420 (7 Yrs.)
5. Inspectors	870—50—1020—100—1420 (7 Yrs.)
6. Foreman	1020—100—1520 (5 Yrs.)
7. Inspectors Grd.—A	1020—100—1520 (5 Yrs.)
8. Asstt. Supdt. (Production)	1120—100—1320—200—1720 (5 Yrs.)

NOTE.—(a) "Chargehand" to be redesignated as "Asstt. Foreman" all "Examiners", "Sr. Examiner" to be redesignated as "Inspectors" (in IA only).

(b) Fitment: Staff shall be fitted on point to point basis from the date the grades were last revised.

(c) Plan Technicians attending to powered Aircraft Ground Support Equipments shall be placed at par with Aircraft Technicians in respective grades.

(d) Rest of the Plant and other Technicians shall be placed in a scale, 10 per cent less than the Aircraft Technicians in all grades.

#### Demand No. 2—Dearness Allowance:

Dearness Allowance shall be considered on the basis of the Bombay Working Class Consumer Price Index No. 516; 1964. For every rise in ten points over the basic index of 516 an additional Dearness Allowance of Rs. 5 (Rupees Five only) per month shall be paid to each employee.

**Demand No. 3—Technical Pay:**

Technical Pay shall be payable to the Aircraft Technicians as under:—

Aircraft Technician,	15 per cent of the basic subject to a minimum of Rs. 90/- p. m.
Sr. Aircraft Technicians	
Master Aircraft Technicians	15 per cent of the basic subject to a minimum of Rs. 120/- p. m.
Asstt. Foreman, Foreman and Inspectors.	15 per cent of the basic subject to a minimum of Rs. 150/- p. m.

**Demand No. 4.—Qualification Pay :**

Qualification pay shall be payable to the Aircraft Technicians as under:—

Aircraft Technicians,	
Sr. Aircraft Technicians	Rs. 100 per month
Master Aircraft Technicians	
Asstt. Foreman, Foreman and Inspectors.	

**Demand No. 5—Approval Allowance:**

Approval Allowance of Rs. 50/- per approval shall be paid to all Inspectors and Approved Welders subject to a maximum of Rs. 200/- per month. All Approved Welders shall be put into Asstt. Foreman's Grade.

**Demand No. 6—Conveyance Allowance:**

Conveyance Allowance of Rs. 50/- shall be paid to all trades and grades of IATA, per month.

**Demand No. 7—Hobart Driving Allowance:**

Aircraft Technicians authorised to Drive Hobarts, G.P. Units and other Aircraft Equipments shall be paid Rs. 50/- per month.

**Demand No. 8—Flying Allowance:**

Aircraft Technicians while flying on duty shall be paid Rs. 10/- per hour. (Technicians required to go to outstations to rectify snags, carry out Night Stop Routine etc. while on normal duty and flight duty).

**Demand No. 9—Shift Allowance:**

Aircraft Technicians Categories working in rotating shifts shall be paid 25 per cent of the Basic Pay per day while working in Morning and Afternoon Shifts and 75 per cent of Basic Pay per day while in Night Shift.

**Demand No. 10—Meal Allowance:**

Meal Allowance shall be payable to all Aircraft Technicians' Categories as under:—

Breakfast . . . . .	Rs. 5/- per meal
Lunch . . . . .	Rs. 7/8 per meal
Dinner . . . . .	Rs. 10/- per meal

**Demand No. 11—Outstation Allowance:**

(i) All outstations in India shall be treated as 'A' Class Cities for Indian Airlines and Air India and an increase of 50 per cent allowance on existing rate shall be paid.

(ii) Technicians who are required to attend outstation breakdown duties shall be paid outstation allowance at the rate admissible to them even in cases where such duties fall less than 24 hours.

**Demand No. 12—House Rent:**

House Rent shall be paid to the IATA categories at the rate of 15 per cent of the Basic pay.

**Demand No. 13—Special Allowance for outstation Duties:**

Technicians required to maintain ground support equipment and carry out pre-flight inspection, shall be

paid a special allowance equivalent to 50 per cent of the Basic Salary which should be included for the purpose of overtime, Provident Fund etc. At outstations where A/C Technicians are required to attend duties for more than one Sunday in a month, the Additional Sunday so attended shall be compensated at the rate of double the wages applicable.

**Demand No. 14—Hardship Allowance:**

In outstations where suitable facilities such as transport, housing etc. are not available hardship allowance equivalent to Rs. 400/- per month shall be paid to each Aircraft Technicians.

**Demand No. 15—Bad Environment Allowance, Insurance Coverage, Special Leave:**

Aircraft Technicians, working in Integral Tanks, Electroplating Section, High Voltage Equipment and Battery Shop, Engine Testing Shop, Propeller Gridding Shop, Dope Plastic and Spray Painting Shop, shall be paid an allowance of Rs. 10 per day and granted special Leave where applicable.

**Demand No. 16—Working Hours:**

Five Day Forty Hours a week shall be the maximum working hours for all Aircraft Technicians Categories.

**Demand No. 17—Licence Fee:**

Licence Fee of Rs. 100/- shall be paid to staff possessing Licence (for ungraded AMEs ARMEs only).

**Demand No. 18—R.T. Allowance:**

R.T. Allowance of Rs. 50/- shall be paid to staff holding R.T. Licence.

**Demand No. 19—Washing Allowance:**

Washing Allowance of Rs. 10/- shall be paid to all Aircraft Technicians categories.

**Demand No. 20—Outstation Posting:**

Period of posting shall be 90 days (Ninety days) for each term.

**Demand No. 21—Children's Education Allowance:**

	Per Child	Monthly	Annually
		Rs.	Rs.
Nursery Stage . . . . .		15	200
Primary Stage . . . . .		10	120
Higher Secondary Stage . . . . .		15	200
University Stage . . . . .		25	300
Post Graduate Stage . . . . .		50	600

This allowance shall be applicable to each child of an employee (Maximum four).

**Demand No. 22—O.T. Allowance:**

Over Time Pay shall be exempted from Income-Tax.

**Demand No. 23—E.S.I. and Group Medical Scheme:**

These schemes shall be abolished and the Management shall take direct responsibility to provide medical facilities to the family of employees or ensure payment of monthly Medical Bills for the employees' family.

**Demand No. 24—Insurance Coverage for the Aircraft Technicians:**

Technicians who will be required to carry out "Flight Duties" and attend to "Break-Down Duties" at outstations, shall be covered by flight Insurance.

NOTE: (1) The Association reserves the right of further modification and addition of demands, if necessary.

(2) This revision of Pay Scales and Allowances shall be implemented with effect from 1st January, 1969.

(Sd.) H. K. GHOSH, Genl. Secy.

On receipt of the reference from the Central Government the parties were directed to file their Statements by 16th March, 1971 and Rejoinders and documents by 14th April, 1971 and the case was fixed for Issues and Preliminary hearing on 17th April, 1971. No Statement of Demand was filed by the parties on 16th March, 1971. On 24th March, 1971 an application was received from the Air India Inspectors Association praying that they may be made a party to the proceedings in this Reference. The Management filed their Statement of Demands on 30th March, 1971. On 5th April, 1971, the Management and the IATA filed a Settlement dated 29th March, 1971. Along with this Settlement, an application was made by the Management and the IATA for a Consent Award in terms of the Settlement.

The Application of the Air-India Inspectors Association for being made a party to the Reference also came up for hearing on 5th April, 1971. The allegation of the Air India Inspectors Association was that the IATA had no right to represent the category of Inspectors since the majority of Inspectors were members of the Inspectors Association and there was no community of interest between the Inspectors and the IATA.

The IATA opposed the application and contended that it was the only recognised Union of the Technicians and that it alone had sponsored the dispute between the Technicians and the Air India and that the Reference specifically referred to their demands. The IATA further pleaded that even if there were some Inspectors who were not members of the IATA, they were not entitled to be represented by the Air India Inspectors Association but only by the officers of any Association of Union. The same was the position taken up by the Air India.

After considering Sections 10(1A) and 2(k) of the Industrial Disputes Act, it was held by this Tribunal that while the use of the words "any person" in Section 2(k) of the Act shows that the subject matter of industrial dispute referred may relate to only one workman or more, the parties to the dispute must, even in the case of a workman, be workmen in plural and not only workman and that this gave the scope for a Union or Unions to sponsor an industrial dispute.

It followed from Section 18(b)(a) and (d) and Section 2(k) and Section 10(1A) of the Industrial Disputes Act read together that the workmen, who were employed in the establishment or part of the establishment concerned to which the dispute related on the date of the dispute and all persons who subsequently became employed in future in that establishment or part of the establishment, would be bound by the Award of the Tribunal. It was consequently not open to any one Union or the employers to exclude representatives of workmen concerned of the establishment or part of establishment concerned other than the IATA from taking part in the adjudication if they want to take part in them.

On behalf of the Air India, reliance was placed on Section 36 of the Industrial Disputes Act. After considering the provisions of this Section, it was held that the Inspectors who were not members of the IATA would be entitled to be represented by an officer of any registered trade union of which they were members and if they were not members of any trade union by an officer of any trade union connected with, or by any other workman employed, in the industry in which the particular workman was authorised to do so in the prescribed manner.

It was then pointed out on behalf of the management and the IATA that the Reference was confined only to the demands of the IATA. It is true that the jurisdiction of this Tribunal is limited to the Order of Reference. But although the Tribunal cannot go

beyond the provisions of the Order of Reference, it does not debar the workmen or the Inspectors who are not members of the IATA to appear and participate in the proceedings even in respect of Part I and they would be entitled to be represented by an officer of the Air India Inspectors Association of which they may be members. Moreover, the Order of Reference in Part II relates to certain demands of the Air India. Many of these demands would affect the category of Inspectors also, who could not be denied their right to reply and meet the demands of the management insofar as they were concerned. For this reason the Inspectors who were not members of the IATA could not be excluded from appearing and participating in the proceedings.

For all these reasons, my detailed order dated 5th April, 1971 permitted Inspectors who were not members of the IATA to be represented by the Chairman and the General Secretary of the Inspectors' Association who were held entitled to appear and take part in the proceedings of the case within the above-mentioned limits and have their say on the agreement arrived at between the Air India and the IATA.

After filing the settlement dated 29th March, 1971, the IATA did not file any Statement of Demands or Rejoinder, on 14th April, 1971. The Air India Inspectors Association filed their objections on 16th April, 1971 against the joint application of the management and the IATA dated 29th March, 1971 for an Award on the basis of the Settlement. On 20th April, 1971, the ACEU also applied for being made a party to the Reference. Shri H. K. Sowani, on behalf of the IATA, stated that no demands were made by the IATA in respect of Mukadams, Carpenters, Tailors, Masons, Plumbers and Teleprinter Mechanics and that consequently they were out of the Reference. He stated further that some of the Aircraft Technicians, though very few, were members of the ACEU and that these members could be represented before the Tribunal by the ACEU through its office bearers or its Counsel. The management agreed with Shri H. K. Sowani. The ACEU also agreed. Consequently, by my Order dated 20th April 1971, the members of the ACEU were, as agreed to by the parties, allowed to take part and to be represented in the proceedings by the ACEU through its office bearers.

Shri Madan Mohan, Counsel for the ACEU, then wanted time to file objections against the Settlement between the IATA and the Air India. Shri K. S. Mani for the Inspectors Association also wanted time to file further objections after they had received a copy of the Charter of Demands. Both of them were allowed to file their objections, if any, on the 26th April 1971 and the objections were file on that date. The Air India was allowed time to file their rejoinder. They took several adjournments for the purpose because of the absence of their Counsel abroad and filed their rejoinder to the objections on 11th August, 1971. Thereafter, on 18th August, 1971 the date fixed for the evidence, a request was made by Shri C. G. Nadkarni, on behalf of the Air India Inspectors Association, that he would examine his witnesses in support of the objections and would also request that the Tribunal may visit the Workshop at Santa Cruz. Shri Nadkarui further stated that he would not go beyond the limitations of the wage-scales mentioned for the Inspectors and Inspectors-A in the IATA's Charter of Demands. But to prove that the Inspectors and Inspectors-A were entitled to these wage scales demanded he would lead evidence on every aspect of the question to justify his claim for the full demand mentioned in the Charter of Demands.

Witnesses were examined on 6th September, 1971, 7th September 1971, 22nd September 1971, 8th October, 1971, 9th October, 1971, 21st October, 1971 and 22nd October, 1971 and the case was fixed for arguments on the next day, i.e. 23rd October, 1971. But the parties wanted time to study the statements of the witnesses before addressing their arguments to the Tribunal. Meanwhile, another settlement dated 22nd September, 1971 was filed by the

IATA and the Management of Air India, on 9th October, 1971 along with an application for an Award on the basis of that Settlement also and the IATA and the Management of Air India prayed that a Consent Award be given in terms of that Settlement. The case was fixed for arguments of the Management and the IATA on 13th November, 1971 and those of the ACEU and the Inspectors on 20th November, 1971 in view of the Conference from 15th November, 1971 onwards which the representatives of the ACEU had to attend. The ACEU and the Inspectors who wanted to file objections against this Settlement of 22nd September, 1971 were also permitted to file by 1st November, 1971, and the Air India and the IATA were allowed to file their replies to those objections by 10th November, 1971. Case was fixed for evidence on this second Settlement of 22nd September, 1971 on 22nd November, 1971 and for arguments on 23rd November, 1971. The parties did not want to adduce separate evidence on the Settlement of 22nd September, 1971.

Arguments were accordingly, heard on 13th November 1971, 20th November 1971 22nd November 1971, 23rd November 1971 and 24th November 1971.

The entire scheme of the Industrial Disputes Act is to ensure industrial peace and there is not the slightest doubt that in an industrial dispute, greatest importance has to be attached to collective bargaining, which has a higher place than either arbitration or adjudication. A settlement arrived at after collective bargaining, is likely to achieve much more than any arbitration or adjudication so far as industrial peace is concerned. Accordingly, Section 18(3) of the Industrial Disputes Act provides that a settlement, arrived at in the course of conciliation proceedings under the Act, shall be binding not only on all parties to the industrial dispute, but also on all other parties summoned to appear in the proceedings as parties to the dispute unless an opinion is recorded by the Board (arbitrator), Labour Court or Tribunal, as the case may be that they were so summoned without proper cause. It is also binding on all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part. Sub-section (3) of Section 18 thus puts the settlement on the same footing as an Award.

The contention of the learned counsel for the management is that since the IATA is the recognised union under the Code of Discipline, the Settlement has ordinarily to be accepted and can be interfered with only on one or more of the following four grounds:—

- (i) complete hush-up leading to unrest rather than peace;
- (ii) bad on industrial policy, for instance, retirement at the age of 40;
- (iii) complete or palpable justice;
- (iv) fraud or corruption or when it is established that it is a stooge union which has entered into the settlement.

The Industrial Disputes Act, as such, does not give any special place to a recognised union. All the registered unions; having a sufficient number of members, occupy more or less the same place in the eyes of law. It cannot, however, be denied in the present case that the very demands, which are the subject matter of reference, are only the demands of the IATA. Consequently, due importance has to be given to a Settlement arrived at between the IATA, which raised the demands and the management so far as this reference is concerned. Even then, apart from the four grounds emphasised by the learned counsel for the management, the Tribunal has to satisfy itself in this case, as in all other cases of Settlements, that the Settlement is just and fair and beneficial to the workmen as well as the management. It is the Tribunal which has to give an Award and that Tribunal has to be satisfied on these points even though it is based on a Settlement between Management and the Union which raised the demands.

In this connection, we had to consider the objections of the Inspectors' Association as well as the A.C.E.U. against the Settlement.

The Inspectors' Association filed their objections on 15th April, 1971, 24th April, 1971 and 8th June, 1971. The case for the Inspectors' Association is that it represents more than 90% of the employees of the Inspectors category and the IATA does not represent more than 3 employees of this category. Consequently it is the Inspectors Association and not the IATA which represents the category of Inspectors and the Settlement of 29th March, 1971 is incomplete as it leaves the category of Senior Technicians undetermined. The relative status and wage differential between the subsequent categories can only be determined after those of the Senior Technicians is settled between the parties, for it is only when the intermediate category is fixed that subsequent category can be properly determined. The Clauses relating to the Inspectors and Inspectors 'A' are prejudicial to their interests as the category of Inspectors and Inspectors 'A' are comparable to those of AMEs-II and AMEs. I respectively and wage scales drawn by A.M.E.(II) and A.M.E.(I) are the proper scale for the category of Inspectors and Inspectors 'A' respectively. The Settlement ignores the category of Inspectors 'A' altogether and wrongly equated the category of Inspectors with that of a Foreman, while the function of an Inspector is superior to that of a Foreman. The jobs of Inspectors and Inspectors 'A' are on all fours with that of A.M.E.(II) and A.M.E.(I) respectively. The Settlement also ignores the principles of wage fixation and relegates the category of Inspectors to an inferior position and undermines their status and salary scale. In the year 1948, the scales of Inspectors were approximately equal to those of AME-I but when the responsibilities of Inspectors increased and their jobs became identical with AME-II and AME-I, there was a greater divergence between the salaries of Inspectors and AMEs-II and I by the scales introduced in 1949, 1959 and 1966 to the prejudice of the Inspectors. Apart from the clauses relating to salaries, there are other provisions of the Settlement which prejudicially affect the status of Inspectors as shown in Clause 14.1 to 14.5 of the Settlement. For instance, Clause 14.1 provides that the Tech/Chargehands/Foremen shall take instructions from the Officer/supervisory staff, such as AME, ARME/Tech, Officer and Engineers, etc. The said Clause should be changed to include the category of Inspectors from whom the instructions should be taken by the Tech/Chargehands/Foreman, and the category of Inspectors should be deleted from Clause 14.2. As for Clause 14.5 an Inspector is required to obtain a fresh approval in addition to his initial approval as a result of transfer or rotation. He should be compensated with an approval allowance of Rs. 50 per additional approval. The grievance of Inspectors is that before their own Association was formed, they were the members of the ACEU till 1966 and being a smaller group in a larger union of a general character, their interests were not properly represented, although the qualification, training and technical competence for Inspectors/Inspectors 'A' and AMEs-II/AMEs-I are identical. The Inspectors are also required to pass qualifying examination held by the Corporation as approved and recognised by the DGCA and even for obtaining an AME licence a person has to appear for the Licence Examination held by the DGCA. The standard of the examination is the same. Even in the IATA's Charter of Demands the pay scale was:

Inspectors	870—50—1020—100—1420
Inspectors 'A'	1020—100—1520

while the pay scales drawn by AME-II at present are only Rs. 750—50—1000—100—1200 and by AMEs-I Rs. 1000—100—1500. The Inspectors/Inspectors 'A' should be awarded the wage scale keeping in view the likely increase in the scales of AMEs-II/AMEs-I. Then the Inspectors' Association mentions the other demands of the IATA in their Charter of Demands and presses demands Nos. 1 to 6. It does not press for the other



demands under the Order of Reference before this Tribunal. As regards the financial burden on the Corporation, the total annual burden on account of new scales and other allowances is not likely to be more than Rs. 1,30,000 and in view of the unbroken series of profits earned by the Corporation and its sound financial position, the burden will not be heavy on the Corporation. In view of the job content also of category of AME-II/Inspectors and AME-I/Inspectors 'A' which are identical, it would be unfair to have different sets of service conditions for persons doing the same job.

This was the case of the Inspectors Association which accordingly claimed that the pay-scales and relative allowances of Inspectors and Inspectors 'A' should be revised so as to bring them on par with those of AME-II and AME-I respectively.

So far as the Inspectors case on the point that the agreement is incomplete is concerned, we find that there has been a second agreement on 22nd September, 1971 which no longer leaves any scope for this contention.

As for the rest, the contention of the learned counsel for the Management is that the main claim of the Inspectors Association is that the Inspectors and Inspectors 'A' should be equated with AME-II and AME-I respectively and that the Settlement is consequently unfair to them. There are also, according to the contention of the learned counsel for the Management, three side issues urged by the Inspectors Association:—

- (i) disturbance of parity;
- (ii) lowering of the status of Inspectors; and
- (iii) the neglect of the Inspectors all along after 1948.

The ACEU repeats the contention of the Inspectors Association that the Settlement is incomplete. As we have already seen, there has been another Settlement on 22nd September, 1971, removing the grounds for this contention. It is also urged by the ACEU that certain onerous conditions in respect of work have been imposed on the excluded categories. The next objection of the ACEU is that the existing differentials and relatively between different scales of pay have been disturbed violently by the Settlement and that for lower grades the increase granted is much less than what has been granted to the higher ones. According to the ACEU this should not be done without a proper job evaluation and until the job Evaluation Committee has submitted its report and proper differentials are determined. It suggests its own scales on the basis of 39.13% rise given at the start of the existing pay-scale of Rs. 460—920 and 27.17% at the ceiling by revision of pay-scale to Rs. 640—1170. For Senior Technicians, it suggests the pay-scale of Rs. 460—820. The pay-scales suggested by the ACEU are as follows:

Categories	Existing	Demand
Carpenters, Tailors, Masons, etc.	200—15—245—20 285—25—510	285—25—560—40 —640
Technicians	245—20—285—25 510	345—25—560— 40—640
Senior Technicians	325—25—560— 40—640	460—25—560— 40—720—50—820
Chargehand	410—25—560— 40—720—50— 770	560—40—720— 50—970
Examiners and Foremen	460—25—560— 40—720—50— 920	640—40—720— 50—1171
Inspectors	750—50—1000— 100—1200	1000—100—1500

The ACEU further contends that the Award should also prescribe the method of adjustment of the existing basic pay into the revised scale of pay in order to provide the benefit of revised pay-scale to the existing employees on point to point basis and that 15% increase in the existing pay as "special allowance" is not a substitute for adjustment in the revised scale. The ACEU has no objection against the "Transport Allowance" provided

for in the Settlement vide Clause Nos. 4 to 13, 15, 16 and 17 thereof. As for Clause 14.1, the ACEU contends that there is no system of determining the requirement of a Chargehand/Foreman in the Section/Area and that this Clause of the Settlement is vague and that the issues covered by this Clause is not a matter of industrial dispute and is beyond the jurisdiction of this Tribunal. It is further pointed out that the provisions of Clause 14.2 of the Settlement would render the employees working in the Progress Section redundant and that the abolition of the Progress Section without any corresponding benefits to the technicians would affect the prospects of non-technicians. With regard to Clauses 14.3 to 14.6, the objection is that they are not industrial disputes. In respect of Clause 14.7, the contention of the ACEU is that the IATA is not competent to come to any Settlement on this point as it covers the non-technical staff.

We may consider first the objections of the Air-India Inspectors Association. The first contention of the Inspectors Association is that by this agreement, they have been relegated to a disadvantageous position. This contention is without force as will be evident from their own Written Statement. Even in 1948 the starting salary for AME-II and I was much more than that of the Inspectors. Although the maximum of the Inspectors Grade was Rs. 600 while that of AME-II was Rs. 450, that of AME-I was higher than that of the Inspector, being Rs. 650. In 1949, as shown in para 36 of the Written Statement of the Inspectors Association dated 8th June, 1971, the starting scale of AME-II was raised to Rs. 450 while that of the Inspectors was only Rs. 185. The maximum of AME-II was also raised to Rs. 600 which was the maximum of the inspectors Grade also. The starting salary on AME-I was raised to Rs. 600 and the maximum to Rs. 1000. In 1959, the starting salary of the Inspectors was only Rs. 250 while that of AME-II was raised to Rs. 600. The maximum of Inspectors Grade remained at Rs. 600 while the maximum of AME-II was raised to Rs. 1000. In 1966, the minimum starting salary of Inspectors was Rs. 460 and the maximum Rs. 920, while the starting salary of AME-II was Rs. 750 and the maximum Rs. 1200. The starting salary of AME-I was raised to Rs. 1000 and the maximum to Rs. 1500. It will thus be seen that ever since 1949 and, particularly, from 1959, the AME-II and AME-I have been in a much better position than the Inspectors. In fact the post of Examiner was created in 1948 and lasted till 1966 when the Examiners were termed as Inspectors. Mr. Justice Khosla had the Settlement Award with AME-II before him when he gave the scale of Rs. 460—920 to the Examiners. The present settlement does not therefore relegate them to a position worse than what they were occupying. In fact, the Agreement dated 22nd July, 1966 equated them with the post of foreman. Although there has been an improvement in the pay scales of the Inspectors, their equation with foremen has not come for the first time in the IATA's Agreement with the management, but was also there in the Agreement of 1966.

It is then contended that they have, all along, suffered because they were not properly represented by their own Association and were members of a Union which had the majority of members of other categories. This contention is also without force. We find that from 1959 onwards they have always had a raise in their starting salaries and in 1966 the maximum also which was really a higher raise not only on percentage basis but also quantitatively, for the raise in AME-II and AME-I's maximum was only of Rs. 200 while in the case of Inspectors, it was Rs. 320. Really, the reasons for the lower position of Inspectors as compared to that of AMEs are found elsewhere and not in the fact of their representation by the ACEU.

In fact, the Inspectors Association itself admits in para 10 of its Written Statement dated 8th June, 1971 that by the Agreement dated 22nd July, 1966 not only the designation was changed, but there was also some improvement in the pay-scales of Inspectors. It is also



admitted by the Inspectors Association in para 13 of its Written Statement dated 8th June, 1971 that by the Agreement of May 9, 1969 between the ACEU and the Management, the Inspectors got a higher dearness allowance.

The Khosla Award revised the scales further by merging the dearness allowance into the basic salary on 28th January, 1966. After that there was a further agreement on 22nd July, 1966 between the ACEU and the management redesignating the Examiners as Approved Inspectors and there was also admittedly an improvement in the wage structure. The Inspectors Association calls it a slight improvement. But if we compare it with the pay scale of Rs. 250—600, we find that there is a substantial increase in the pay scales which were raised to Rs. 460—920 with effect from 1st April, 1966. It cannot, therefore, be said that the ACEU was not fighting for improvement in the scales of Inspectors. If they could not get what they wanted, it was because in the case of an agreement, it is always a question of give and take between two parties to the agreement. Even then what they gained for the Inspectors was, by no means, insignificant and there is no substance in the charge that the ACEU were not properly representing the Inspectors case. Shri K. S. Mani himself admits that there was increase in the minimum of emoluments from Rs. 185 to Rs. 250 even by the Award in terms of the Agreement of May 9, 1960. He further admits that Justice Khosla introduced a dearness allowance pattern of 65 to 100 in place of the old D.A. pattern and revised the grade of Examiners to Rs. 410—770. This was in itself, on the admission of Shri K. S. Mani himself, a huge jump from the scale of Rs. 250—600. It is further admitted by Shri K. S. Mani that as a result of the negotiations made by the ACEU, the grade of Rs. 460—920 which was much above the Khosla Award grade, was introduced for the category of Inspectors. They, thus, got their advantage as a result of the ACEU's efforts. It was stated by Shri K. S. Mani that the ACEU's Secretary gave them an understanding that he would demand a particular grade for them from the management. Exbt. INS-W-1/2 is that letter. The ACEU had not thus ignored their case.

It would not be correct to say that every body—the ACEU, the IATA and the management—is against the Inspectors. After all, the IATA has also as its members Senior Technicians who look forward to their becoming Inspectors in future. The IATA itself and its members are, therefore, naturally interested in the proper pay scales for the Inspectors.

The main grievance which the inspectors have against the ACEU, the IATA and the management is that the Inspectors have not been equated with AME-II and Inspectors-A with AME-I. This is a claim which the Inspectors Association has to substantiate on merits and not only on the ground that their interests have not been properly looked after by the ACEU or the IATA.

It was contended by the Inspectors Association that the AMEs Association, the ACEU and the IATA realised the position that the category of Inspectors are on par with AME-II/I, at a joint meeting of the above Association/Union held at AMEs Association Office on 4th April, 1968, wherein the following Resolution was passed:—

“.....3. The Inspectors by nature of duties and functions assigned to them are doing and shall be doing the similar duties jobs as AME-II and also because in future they are required to prove their merits by way of test/examination, they were/are entitled to same wages as AMEs-II.”

Exbt. 'C' which contains the minutes of the meeting itself shows that the Resolution was subject to ratification before it could be taken up with the management. The evidence shows that nobody except the Inspectors ratified the Resolution. The Resolution could not, therefore, bind either the ACEU, AMEs Association or the

IATA. Paras 16 to 24 of the Written Statement of Inspectors Association dated 8th June, 1971 deal mainly with the claim for equation of Inspectors with AME-II and Inspectors 'A' with AMEs-I, and paras 35 and 36 compare their pay-scales. They also refer to a Written Statement filed by the management and give extracts of that Written Statement in Exbt. 'E' attached to their Written Statement and contend that in that Written Statement it was recognised by the management that in fact the Inspectors were doing better than licensed engineers so far as certification and airworthiness was concerned. This contention is without force. Clause (b) of paras 7 and 8 of the Written Statement in Exbt. 'E', annexed to the Written Statement of Inspectors Association dated 8th June, 1971, itself says, “There are many specialist tasks which are better undertaken by persons whose breadth of experience is insufficient to qualify them for a licence”. This clearly speaks of the insufficiency of the Inspectors' breadth of experience to qualify them for a licence. In other words, their experience insofar as its breadth is concerned is of a much lower level than that of an AME, for the Inspectors could not qualify for a licence because of the insufficient breadth of experience. In fact as will be evident from the entire Written Statement filed by the Management that the AMEs had in fact claimed that the recruitment and employment of Approved Inspectors was unsafe for aircraft and was a breach of the Agreement. It was in reply to this contention of the AMEs Association that the management had in its Written Statement stressed the necessity for having Inspectors also and stressed that it would not be possible for the required degree of specialisation of all aspects of the aeroplane to be attended to by one person and stressed also the specialisation by a person who had risen from the ranks to the post of Inspector. It is, however, incorrect to say, as already pointed out, that the management, in that Written Statement, put the Inspectors on a higher status and grade than the AME-II or that the qualifications of an Inspector or an AME-II were similar. In fact, the Inspectors Association in its Written Statement of 8th June, 1971, is not satisfied by calling them similar but goes on to say that the job content of the category of AME-II and that of Inspector is identical in every respect. This is not in accordance with the full Written Statement of the management, of which Exbt. 'E' attached to the Written Statement of 8th June, 1971 of the Inspectors Association contains only the extract.

As for the equation of Inspectors with AMEs on merits, we shall now consider in detail the evidence on record—oral and documentary.

Shri K. S. Mani, an Inspector (WW-1), is the main witness on behalf of the Inspectors' Association. He admits that the Inspectors and AMEs were never on equal status and that the emoluments of AME-II were much higher than the Inspectors in the past. Shri K. S. Mani stated that both the Inspectors and the AMEs carry out their certification duties within the scope of the approved set-up. It is this scope which actually makes all the difference. It was then stated by Shri K. S. Mani that there is absolutely no distinction between the work carried on by the AMEs and Inspectors. This Statement is clearly incorrect. Shri D. P. Nimkar is the Engineering Manager (Overhaul) of the Air India. He started working in 1947 as a Mechanic Grade I. This shows that he has complete experience from bottom upwards to top of his Department and can speak of syllabi etc. having risen to the top from the post of a humble mechanic and has the right to speak of the work of the technicians Inspectors as well as the AMEs. He passed the examination of AME also. He stated that the people authorised to certify and inspect are Inspectors and AMEs that the Inspectors were authorised to certify under the limited scope and that the Inspectors and AMEs are doing the certification and Inspector work under their own approvals. He has clearly stated that the work of the two is not the same although the standard of quality control is what

is laid down by the DGCA authorities. Certainly, whatever work is done on an aircraft, must be of the highest quality, for we are concerned there with the safety of not only of the aircraft but of the life of the passengers. That does not, however, mean that there is no distinction between the work carried on by the AMEs and Inspectors.

There are a number of Departments in which there are no Inspectors, but only AMEs. For instance, as admitted by Shri K. S. Mani himself, in the Engine Testing Department, there is no Inspector. After the engine is completely assembled, it is tested in the Engine Test house as per schedule. Any defect noticed is rectified and finally passed as serviceable by the staff working there. Shri K. S. Mani admits that there the work is done by the AMEs and that no Inspectors are allotted to the Test House.

Then Shri K. S. Mani states that the syllabi for the AME and the Inspector are mostly similar and that as the syllabi is similar, the standard of examination must be similar. This is incorrect. Shri D. P. Nimkar's statement clearly shows that the syllabi are not similar. According to his Affidavit, the qualifications, training and experience required for the posts of AMEs are quite different and are higher than those required for the posts of Inspectors. An AME-III working in the Maintenance Division will have to appear for a written-cum-practical-cum-oral examination conducted by the DGCA either in respect of air frames or in respect of engines or in respect of both and then the DGCA will grant him either Licence 'A' or Licence 'C' or Licences A and C, as the case may be, in respect of that type of aircraft in use in the Corporation on which he has worked as an AME-III. Thereupon, if he has been granted Licence A or Licence C as above, he will be appointed as an AME-II in the Maintenance Division. If, however, he has obtained both Licences A and C, then he will be appointed, subject to there being a vacancy, as AME-I in the Maintenance Division. As for the Overhaul Shop, an AME-III has similarly to appear for the written-cum-practical-cum-oral examination prescribed by the Corporation. This examination is in respect of an entire aircraft or engine of a particular type and the questions will relate to all sections of such aircraft or engine. This shows the difficulties of this examination. If he passes the examination, then he will be promoted as an AME-II, but he will be assigned to do the work of only two or three sections of the Overhaul Shop and not of all the sections. The sections to which he would be assigned would be those where there might be vacancies and where his services might be required by the Corporation. An AME-II who is working in the Maintenance Division will after completing the prescribed period of experience of working on engines, have to appear for a written-cum-practical-cum-oral examination conducted by the DGCA in respect of the engines in use in the Corporation and would have to pass such examination and obtain a C Licence in respect of engines which are in use in the Corporation. He would, thereupon, be eligible for promotion as an AME-I and would be promoted as such subject to there being vacancies. If there is no vacancy he would be given only a qualification pay, which is at present Rs. 100 per month. Similarly, an AME-II who holds a C Licence in respect of engines would, after prescribed period of experience of working on air frames, have to appear for the written-cum-practical-cum-oral examination conducted by the DGCA in respect of air frames pertaining to aircraft in use in the Corporation, and would have to pass such examination and obtain 'A' Licence in respect of air frames pertaining to aircraft in use in the Corporation. Then he would be promoted as an AME-I and if there are no vacancies, he will be given a qualification pay of Rs. 100 per month. Similarly, an AME-II working in the Overhaul Shop would, after a prescribed period of experience as AME-II, be allowed to appear for the Corporation's written cum-practical-cum-oral examination either for engine overhaul or air frame overhaul as the case may be. This examination would cover

either all aspects of air frame overhaul or all aspects of engine overhaul, such as stripping, clearing, processing, viewing, re-work, assembling and testing, including similar process on engine accessories. This examination, as deposed by Shri Nimkar, is much more difficult and stiffer than the one which the Corporation holds for an AME-III in the Overhaul Shop to become an AME-II. An AME-II who passes the above examination will become eligible to be promoted as an AME-I, subject, however to there being vacancies and if there are no vacancies, he will get qualification pay of Rs. 100 per month. An Inspector, on the other hand, says Shri Nimkar, is recruited from the category of Aircraft Technicians. In order to become eligible for the post of Inspector, an Aircraft Technical has also to pass the written-cum-practical-cum-oral examination prescribed by the Corporation. But that examination is confined to elementary technical knowledge. After passing the examination he would be placed in the grade of Inspector and would thereafter be given practical training in restricted items/aspects of engine/air frame overhaul, such as one of the following: crack detection, inspection of crankshafts, inspection of blades, etc. as might be required by the Corporation. After he has acquired the requisite proficiency in the opinion of the Quality Control Manager of the Corporation, his name is recommended for approval to the Controller of Aeronautical Inspection who would thereupon grant him the necessary approval in respect of these items only. After such approval is granted, he would be competent to certify the inspection done by him in respect only of those limited items for which he has been granted approval by the Controller of Aeronautical Inspection. We need not stress the words 'only' and 'limited'. But they clearly show the difference between the attainments of an Inspector and an AME. If an Inspector wants to become an Inspector 'A', he will have also to undergo the written-cum-practical-cum-oral examination. This examination will relate to an aircraft engine of a particular type but will not cover all sections of such engine. It will be restricted to some of the items and in two or three sections and not all sections of engine overhaul. This examination, is, therefore, limited and restricted in its scope and content than the examination which an AME-III has to pass for becoming an AME-II. After passing this examination, he is promoted as Inspector 'A' and is assigned two or three sections of the Overhaul Shop but his work is restricted to some items only in those sections. After the Quality Control Manager is satisfied that the person concerned has acquired the requisite proficiency in respect of the said items, his name is recommended for additional approvals to the Controller of Aeronautical Inspection who would, thereupon, grant him the necessary additional approvals in respect of these items.

Shri Nimkar's Affidavit shows that the duties of an Inspector are confined only to a few items or aspects of work, such as crack detection, inspection of crankshafts, inspection of blades and that the scope of his duties and functions is a very restricted one. As for the duties of an Inspector A, they are confined to items in two or three sections of overhaul work, such as inspection of compressor, assembly of non-rotated items etc. and that of an AME-II relate to many items in two or three sections of overhaul work. The duties of an AME-I are very wide in their scope and nature and they cover all sections and aspects of overhaul work, namely, stripping, cleaning, processing, viewing, re-work, assembly and testing, including similar processes on accessories of engines and air frames. On the basis of these duties and functions, Shri Nimkar goes on to say in his Affidavit that the certification work done by an Inspector is much more limited than that done by an AME-II and that an AME-I is qualified to certify major groups of engines or airframes. Shri Nimkar also produces the syllabi for Inspectors, Inspectors-A and AME-II to AME-I. Exbt. M-26 is the syllabus for Inspectors. It gives the items for written test. The written test would comprise of simple workshop calculations including mensuration, elementary arithmetic, calculation of areas

of surfaces and plain figures and volumes of solids, simple geometric construction and use of algebra in simple calculations and elementary workshop practices. Item 2 of the Written Test consists of standard Inspection Procedures mentioned therein. Item 3. of Elementary Physics and Chemistry, Item 4. of Use and adjustment of Inspection tools and Instruments and Item 5. of Elementary knowledge of internal combustion engines (Piston or Jet Engines). Then we have the syllabus for the AME trainees (Exbt. M-27). The Written Test consists of two Sections. Item (a) of the first Section is the same as item (1) of the Written Test for Inspectors. Clause (C) is the same as item (3) of the Written Test for Inspectors. Item 'B' of Section I contains at (b), (c), (d) and (e) the same requirements as mentioned in Clauses (a) to (e) of item No. (2) of Inspectors Written Test. Item 'C' of Section I of AME Trainees Test is the same as item (3) of the Inspectors. Item (a) of Section II of AME Trainees Test requires basic knowledge of internal combustion engines. Piston and Jet. Item No. (5) of Inspectors Test requires elementary knowledge of internal combustion engines (Piston or Jet Engines). When we come to the knowledge of basic features, Clause (b) of Section II consists of the basic features pertaining to Piston or Jet Engines maintained and overhauled by the Corporation. Then there are some options mentioned in Section II. There is also a list of books recommended for reference. When we come to the Test for promotion of AME-II to AME-II in Overhaul Shops, we find from Exbt. M-29 that the scope is much greater. Clause 'A' mentions general principles covering Theory of Flight and repair and overhaul of Aircraft components. Along with it there are 8 sub-clauses giving the details required in respect of mechanics of flight Kermode, Aircraft materials and processes—Titterton; Boring Maintenance and Overhaul Manuals. Clause 'B' deals with General Principles of Gas Turbine Engines (or Piston Engines). Repair and Overhaul of Engines and Accessories. Exbt. M-28 is the syllabus for qualifying examination of Inspector Grade 'A' posts and Exbt. M-30 is the syllabus for AME-I. These documents clearly show that the syllabus for a test for promotion from AME-III to AME-II is much more elaborate and wider in scope than that of an Inspector. Similarly, the syllabus for AME-I is much more elaborate than the syllabus for Inspector 'A'.

Shri Nimkar's Affidavit further shows that once a person passes Inspector's Examination, he is straightaway appointed in the Inspector's Grade. On the other hand a person who passes the AME trainee examination has to undergo thereafter practical *and* theoretical training for a period of three years during which he continues to draw his existing emoluments and after completing such training he has to appear for the licence examination conducted by the DGCA and only if he succeeds in that examination he is appointed as an AME-II in the Maintenance Division of the Corporation. This shows that how much more difficult and stiffer the examination and training of an AME is as compared to that of an Inspector. The examination which an AME-II has to take for becoming an AME-I, according to Shri Nimkar, is particularly stiffer and covers not only a very wide range of subjects, but it also requires a detailed and deep knowledge of such branch of the various subjects. It is of the same standard as the examination which the DGCA used to conduct for granting of 'B' and 'D' licences in respect of complicated engines and aircraft although both AME-II and Inspectors have to do inspection and certification work, as the Affidavit shows, the inspection and certification work done by an Inspector is confined only to one or two specific items in a section of the Overhaul Shop, whereas the inspection and certification work done by an AME relates to more or all items in two or three section and covers more than one group of the Overhaul Shop. Thus the scope and extent of the inspection and certification work done by an Inspector is, according to Shri Nimkar, much narrower than that done by an AME-II. This, to a very great extent, is apparent from the statement of Shri K. S. Mani himself under cross-examination. As already mentioned, he admits that there is no Inspector in the Engine Testing Department and that any defect noticed, is rectified in the Engine Test House and

finally passed as serviceable by the inspection staff working there and that that work is done only by the AMEs and not by the Inspectors.

It is admitted by Shri K. S. Mani that in 1969 all those who satisfied the condition of four years service as Inspector, appeared for the examination. He further admits that only 6 of the examinees passed the examination and that all of them were promoted. It was put to him that 26 Inspectors had appeared for the examination. He said that this may have been the number of examinees but he was not sure. Nor was he sure that 24 persons had appeared for the examination in 1970. But he was sure that only 4 of them passed the examination and were promoted. In March, 1971, similarly, he admits that only four of the examinees passed the examination and were promoted. It was put to him that 16 persons had appeared. He says that he cannot either confirm or deny it. It is, however, clear from the admission of Shri K. S. Mani himself that avenues are open to the Inspectors for furthering their prospects by taking the examination meant for becoming an Inspector 'A'. Only a minimum experience is necessary and examinations are held every six or eight months. Shri K. S. Mani himself admits that he appeared for all the examination but he continues to be an Inspector as he could not pass the examination. It is also admitted by Shri K. S. Mani that there is an AME Trainee scheme and Inspectors can appear for the AME Trainee scheme. He admits that Shri P. A. Varhadkar and P. G. Modekar, Inspectors, appeared in 1970 for the Trainee Scheme and passed the written examination but they are still Inspectors. When Shri Mani was asked whether they failed in the oral test, he merely said that he did not know. He further admits that the Inspectors have got the opportunity to become AMEs like others in the Corporation if they pass the test. After AME Trainee scheme, they can appear for licence examination conducted by the DGCA and then they can become an AME. They work as AME Trainee for three years and after that have to appear for the DGCA's examination. He admits that there is a syllabus prescribed by the DGCA for the licence but he cannot say whether or not it was an elaborate syllabus.

Shri F. X. Fernandes (W. W. 6) who is also an Inspector, stated that he appeared for the AME Trainee examination in the year 1965 or 1966 and failed. He then passed the Written Inspectors Examination but was not selected the first time in the interview. Then he passed the next examination for Inspector's post. He categorically states that in the syllabus for the Inspector's examination, they had a choice and the scope was restricted depending upon the selection by the trainee for various groups like engine, air-frame, electrical accessories, instruments and electronics. In the syllabus for AME's, general knowledge was required for all these various groups. He definitely states that the syllabus for the AME examination is wider.

Exhibit M-51 is a letter from the Dy. Engineering Manager, Jet Engine Overhaul Division to Mr. V. R. Iyer, A. M. E. I. which says that that as incharge of View Room, he was to deploy the staff under his charge in the section and was responsible for producing the task assigned to him consistent with the prescribed aircraft standards and to ensure that the optimum economy was achieved in material usage. It was further mentioned in this letter of 22nd Nov. 1969 that AME-II, III, Inspector and even inspectors 'A' will assist him in his day-to-day supervisory production and inspection duties to whom he could delegate responsibility as necessary. Thus, it is clear that the primary charge was that of Shri V. R. Iyer, AME-I, AME-II Inspectors and Inspectors-A, along with Foremen and Chargemen working in his Section, were to assist him. Main supervisory, production and inspection duties were of Shri V. R. Iyer but he could delegate the responsibility, as and when necessary, to his assistants also. Similar letters were issued on the same date to Shri K. J. Abraham, Shri K. F. Patel, I. J. Singh, all AME-I, in which also AME-II, III, Inspectors and Even Inspectors 'A' were to assist while the overall charge was of these AME-I. Another letter (Exhibit M-52) was issued by Dy. Engineering Manager to Shri M. Shirall, AME-II on Nov.

22, 1969 saying that Shri Shirali was to be incharge of Engine Dressing Section and was to deploy the staff placed under his charge in the Section to achieve the maximum efficiency and productivity. In this letter, AME-III Inspectors, Foremen and Chargemen were to assist him in his day-to-day duties and he was similarly given the authority to delegate responsibility as necessary to his assistants. Exhibit M-53 is the letter of the Dy. Engineering Manager to Shri S. K. Murthy, Inspector Grade-A, saying that he was to assist Shri T. S. Srinivasan, AME-I in the day-to-day inspection, production and disciplinary control in his area. He was thus in overall charge but was merely to assist an AME-I.

Exhibits M-51 to M-53 thus support the argument of the management that the grade of AME-I was higher than that of Inspector-A. In fact, the AMEs and Inspectors have different grades, different designations, different qualifications, different scope of approvals and different responsibilities. The use of the word 'assistance' in the case of Inspectors is also significant. All this will show that Inspectors cannot be equated to AME-II, nor can the Inspectors-A be equated to AME-I.

It was pointed out by Shri Nadkarni, counsel for the Inspectors Association that the approvals of many of the Inspectors were wider than those of AMEs-II. In this connection, he referred to the approvals of Shri K. S. Mani, Inspector, C. V. S. Mani, AME-II, V. G. Mordekar, M. I. Thomas and T. S. Srinivasan, all Inspectors. But as pointed out by Shri D. P. Nunkar MW-1 mere number of approvals does not matter but what is important is the nature of approvals. It appears from the documents on record that there are five groups of approvals: one, Engine dressing and engine stripping. There is no Inspector working in Engine stripping. The second is that of processing and the third of View Room. The fourth group is of Re-work and the fifth of Assembly. AMEs are working in all the groups while Inspectors are not working in the Engine Dressing, testing and assembly. Each group consists of three Sections A, B and C. Shri K. S. Mani was asked whether he agreed that generally speaking the approvals granted to AMEs were much wider than those given to Inspectors. He replied that he had not studied the approvals granted to AMEs and could not consequently give any opinion in the matter. He had, however, said earlier that the scope of certificates of AMEs and Inspectors was similar. When asked as to what the basis for that answer was when he had not studied the approvals all that he could say was that he had not studied all the approvals. He had to admit further in cross-examination that if the scope of certificates given by AMEs or Inspectors is wider, then the person having a wider scope should get higher salary. Approval Book of Shri P. A. Viradkar, Inspector, was compared with that of Shri M. J. Udvadia, AME-II. It was found that Shri Varhadkar Inspector had approval only for one section i.e. section 3 under Group 7. Group 7 is Accessory Section. On the other hand, Shri Udvadia, AME-II, as admitted by Shri K. S. Mani himself, had approvals for three groups and for all the four sub-sections of the Accessories Group. This is supported by the two approval books of the two persons, Exbts. M-10 and M-11 respectively. Again, Shri K. N. Ramamurthi, AME-II has approvals for three major Groups of Jet Shop. Similarly, approvals of Shri R. N. Chuckerbutty in his Approval Book (Exbt. M-3) and of Shri V. R. Iyer in his Approval Book (Exbt. M-14) are much wider than those of Inspectors or Inspectors-A. It is also apparent from the approval book of Shri V. R. Iyer (Exbt. M-14) that he has approvals for the entire View Room and two other Groups. After so many Approval Books had been shown to Shri K. S. Mani, he admitted that the number of approvals for Inspectors are less than those of the AMEs. He also admitted that the certificates signed in the Overhaul Workshop are for fitness and not for air-worthiness. All that he could say was that they may finally be for air-worthiness also. He was then shown pages

126 and 127 of the Indian Aircraft Manual and he had to admit that they were the correct forms of certificates to be given by AMEs in the Maintenance and that no Inspector, not even an Inspector-A could give that kind of certificate. His explanation was that it was so because they were in the Maintenance Section. But he had to admit that under the Rules itself, no Inspector can be allowed to work in the Maintenance Section and the management cannot transfer them to that Section even if they wish. He had to admit that the form of Fitness Certificate was different from the form of certificate for air-worthiness.

Shri S. Narayan, Inspector-A (WW-2) had to admit that he has approval only for Group III, Mr. Iyer, AME-I had, in addition to approval for Group III, also approvals for Groups II and V. This clearly shows that there is no comparison between the number of approvals of AME-I and Inspector-I. Again, he had to admit that while Shri K. S. Mani had approval only in Group II, sub-sections 4 and 5, Mr. C. V. S. Mani had got approvals in two Groups, i.e. IV and I. When he was shown the approval book of Shri R. N. Chuckerbutty, Shri S. Narayan could not contradict the cross-examining counsel that no Inspector-A had as many approvals as Shri R. N. Chuckerbutty vide Exhibit M-13. He also had to admit that the Inspector in-charge is himself an AME and has not risen from the rank of Inspector. Shri S. Narayan further admitted that he tried for AMEs post but he was not successful in the examination. He admitted also that the certificates given by AME are for the Maintenance Department and were known as certificates of safety for flight and that without such a certificate the Pilot cannot take off. It is also admitted that ground running of aircraft engines can only be done by AMEs and that after a part has been certified by the overhaul shop, it is fitted on to the engine and after that the certificate for safety of flight for the entire engine is given by the AME. It is also admitted by him that even after fuel control unit has been overhauled, certified and fitted to the engine, the AME may, if he finds some defect in the fuel pump unit, take it off and send it back to the overhaul shop. Thus, it is clear that it is not merely the number of approvals that matters but what is important is the nature of approvals and after examination of the Approval Books filed before this Tribunal we find that the nature of approvals of AME is much more important and wider than that of Inspectors.

It is also important to note that an AME can be transferred to either overhaul or maintenance section with approval and licence respectively, while there is no Inspector working in the Maintenance Section at all. Thus, whether we look at the qualifications or at the duties and responsibilities, we find that there could be no equation between the qualifications duties and responsibilities of AME-II and I with Inspectors and Inspector-A respectively. Nor have the Inspectors ever been equated with AMEs in the past. Even from 1954 onwards, the emoluments of Inspectors were lower than those of AMEs. While looking at other approval books i.e., Exbts. M-18 to M-25 of Inspectors and AMEs, we find that the approvals of AMEs are much wider and more important in nature than those of the Inspectors.

It is true that the Inspectors are also playing a very important part in their own sphere and they have to be very efficient for, as already mentioned, slightest inefficiency on the part of any craftsman, whether he be an Inspector or an AME, involves danger to the aircraft and the lives of passengers. Thus, the management cannot be accused of belittling the importance of Inspectors while putting before the Tribunal higher qualifications, duties and responsibilities of AMEs-II and I as compared to Inspectors and Inspectors 'A' respectively. In fact, the IATA, to whose demands this Reference is confined did not raise the question of equation and the adjudication must also be confined to the terms of Reference. Since the question of equation has been so strongly pressed on behalf of Inspectors, we had to deal with it at such a great length and it was permitted to be raised in arguments because the

IATA's demands for Inspectors themselves were very high i.e. Rs. 870-1420.

As for the objection on behalf of Inspectors that in the Settlement, the Inspectors have been given the same pay as Foremen, Shri S. Narayan (WW-2) admits that both are supreme in their own sphere and are equal. It will also be evident that in the past also, they had been treated as equal in respect of pay even though they are supreme in their own spheres. The Affidavit of Shri F. X. Fernandes, an Inspector, also shows that in the past also, Inspectors and Foremen were governed by the common scale. He also denied that a foreman is in any way inferior to Inspector. As stated by him, when the categories of Foreman and Inspector were introduced, some Chargehands were upgraded as Foremen and some were made Inspectors. There has been, in fact, no cross-examination on this part and he has not been otherwise shaken in cross-examination.

The affidavit of Shri George Clement also shows that the pay-scales of Foreman and Inspector were equal in the past.

So far as the increase in the pay-scale of Inspectors by the present Settlement is concerned, it is clear that there has been a very appreciable jump or increase, for the minimum has been raised from Rs. 460 to Rs. 640 and the maximum from Rs. 920 to Rs. 1170. The lower rate of increment of Rs. 25 upto Rs. 560 has been abolished and the higher rate of increment has been provided for. It is also clear from the Affidavit of Shri Nimkar, who has not been shaken in the cross-examination on the point that the AMEs, unlike the Inspectors, are concerned with productivity also.

In addition to this, the general allowance of 15 per cent goes on increasing the actual emoluments received as the pay increases. For all these reasons, it cannot, therefore, be said that the Settlement is in any way prejudicial to the interest of Inspectors. In addition to this, Shri Vimadala, on behalf of the management has clearly stated that whatever revision is effected for AME-II in the present grade of Rs. 750—50—1000—100—1200 will also be made applicable to Inspectors 'A' as far as their basic pay, dearness allowance, conveyance allowance and technical pay are concerned. He also stated that during the negotiations with IATA, an indication of this was given to them and consequently no change was made in Inspectors 'A' grade. So the omission of Inspector 'A' pay-scale in this Settlement does not mean that their pay-scale will continue to remain the same as it is even if the pay-scale of AME-II is increased.

In fact, the ACEU demanded for the Foreman Examiner the same grade in their Written Statement dated 26-4-71 which has been given in the Settlement. There is no grade of Examiner in the Air India now and the Examiners have been re-designated as Inspectors. They have again used the designation of Inspectors when they demanded the scale of Rs. 1000—100—1500. This demand is obviously for Inspector-A which is the highest category amongst the Inspectors. Whether or not the demand by the ACEU in respect of Inspectors is the same as has been allowed in the Settlement we have already seen that the Settlement has, by no means, been unfair to the Inspectors.

The criticism of the ACEU in respect of the agreement is really four-fold: (i) it is not conducive to industrial peace, (ii) it does not cover all demands of the workmen, (iii) it is not beneficial to the workmen who are getting it and (iv) it is not beneficial to the industry. Shri Madan Mohan for the ACEU strongly contended that even if IATA represents the majority of the technicians, we have to see that the settlement is fair, just and equitable and that mere recognition of a trade-union finds no place in the Industrial Disputes Act. This contention is not without substance. As mentioned already, the Award of the Industrial Tribunal binds not only the workmen employed in the concern or part of the concern at the time but also those who may be employed in future during the

period the Award is in force. It is, therefore, incumbent on the Tribunal to see that the Settlement arrived at between the management and a trade union, whether recognised or not, is just, fair and equitable.

As for the contention that it does not cover all the workmen's demands, Shri Madan Mohan says that there is no settlement in respect of Plant technicians and transport technicians and also in respect of fitment. He also contends that the management's demands mentioned in Clause 18 of the first settlement have not been settled. As stated in para 9 of the Written Statement of Air India dated 30-8-71, the settlement covers all technicians except those employed in the transport section. Regarding the transport technicians, the IATA's demands did not, as stated by Shri Vimadala, on behalf of the management, and by Shri J. F. Mendonsa on behalf of the IATA, concern the technicians of the transport section and they are covered by the Settlement between the Air India and the ACEU dated 23rd June, 1971 in NIT-1 of 1970, of which they filed a copy in this Reference. Shri Vimadala stated on 24-1-1972 in NIT-1 of 1970: "We concede that the grade of Senior Technicians in Transport, Commercial and Stores Sections, should be Rs. 385—25—560—40—720—50—770". This is the pay-scale agreed to between the Air India and the IATA in the Settlement dated 22-9-1971 in respect of the Senior Technicians. Thus, no part of Senior Technicians is now excluded from getting that pay scale. So far as fitment is concerned, para 1 of the Settlement shows that it is in full and final settlement of the Charter of Demands submitted by the IATA in respect of the categories mentioned therein. Naturally, anything not expressly allowed or reserved, is impliedly given up. We will, however, see that Clause 2.1 (c) deals with the fitment. It says that in the case of Foremen and Inspectors, their pay and dates of increment on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale with the date of next increment on 1st March, 1972. As for the categories of technicians, Chargehands and Senior Welders their pay-scales were only interlinked. So, no settlement in regard to fitment was necessary. The Senior Technicians are covered by the second settlement dated 22-9-1971 and we shall consider it when we consider that settlement.

As for Clause 18 of the Settlement, Shri Vimadala on behalf of the management has pointed out that they are under negotiations. It was also contended by Shri Madan Mohan that the management's demands were not industrial disputes because no demands were made to the Union and that the Reference is not on the basis of apprehension but on the basis of an existing dispute. This contention is without force. Shri F. X. Fernandes, speaking on behalf of the IATA, stated that the management's demands were received by IATA in writing after IATA had served their Charter of Demands on the Management. It was also contended by Shri Madan Mohan that Clause 14.1 of the Settlement cannot be an industrial dispute but it is a management's function. This contention is also without force. The question as to from whom a particular set of workmen is to take instructions can very well be a subject matter of industrial dispute as well as Reference. We have already seen how strongly the Inspectors' Association had argued in respect of the functions of Inspectors and AMEs. So the question as to whom the technicians, chargehands and foremen are to take the instructions from, cannot be summarily dismissed as a management function when the management itself considered it necessary to make a demand in respect of it on the IATA and both the workmen and the management have thereafter considered it proper to arrive at a settlement in respect of it. In industrial disputes, we have not only to go by technicalities but administer justice—social and economic. What is most important is the question of industrial peace and justice and fairness to the parties concerned.

As for the contention of the ACEU that the settlement is not beneficial to the workmen, it is without



substance. The negotiations took one year and a half and it is in evidence that the majority of the technicians are members of the IATA, which is a recognised Union of the technicians and has a considerable body of technicians as its members. Looking to this fact as well as the period taken over the negotiations, it cannot be said that the Settlement has been arrived at with a stooge union. Interlinking of the pay-scales of technicians and of the chargehands and senior welders is clearly to the benefit of those classes of workmen as by this process of interlinking, technicians can go up to the higher pay of Rs. 640 instead of Rs. 510, the Chargehands and Senior Welders, to Rs. 920 instead of Rs. 770. The Inspectors and Foremen also, similarly, as already mentioned, benefit from it so far as the minimum and the maximum of their pay-scales are concerned. They have also received the benefit of Special Allowance of 15 per cent. The Foremen and Inspectors will get transport allowance of Rs. 50 per month and other technicians Rs. 35 per month. They will also get an increased washing allowance of Rs. 8 instead of Rs. 3. Driving allowance in the case of those who are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, has also been increased to Rs. 30 per month from Rs. 20. Similarly, Radio Telephone Allowance paid to Radio Technicians and to technicians who are working in the Radio Overhaul Shop holding R. T. Licence and whose licence is utilised by the Corporation, has been raised to Rs. 30 per month, from Rs. 20 per month. Technicians/Chargehands/Foremen/Inspectors while flying on duty to outstations to rectify snags, carry out routine duties etc. are to be paid a Flying Allowance of Rs. 5 per hour for every hour spent in flight calculated to the nearest hour. Special Sick Leave admissible under Regulation 24(a)-(1)(b) of the Air India Employees' Service Regulations may now be accumulated upto a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workman. The existing ceiling of three on the number of Secondary Increments in the case of workmen who are entitled to Secondary Increments under Regulation 15-B of the Air India Employees' Service Regulations, stands removed with effect from 1-4-1969. Technical pay will also be included for the calculation of over-time wages of Chargehands, Foremen and Inspectors on the same basis as in the case of Technicians, with effect from 1st March 1971. All these provisions are clearly beneficial to the workmen. It is only the Inspectors who had, in fact, raised the question that they had not received the benefit to which they were entitled. But the ACEU, on the other hand, contended that they have got everything. In fact, the demand by ACEU in their Statement dated 26th April, 1971 itself is for the same scale as has been allowed by the Settlement, for Foremen and Inspectors, wrongly called Examiners by the ACEU since the Examiners have now been designated as Inspectors. It is also beneficial to the industry since a number of demands of the IATA, have been given up and this is certainly in the interest of industry.

The criticism that since NIT-1 of 1970 is pending, an Award in NIT-1 of 1971 should not be given in the interest of industrial peace, has no force because the two Awards are being given almost simultaneously. The ACEU had full opportunity to lead evidence on the Settlement and had full opportunity to oppose it. In fact, the IATA's demands were higher than those of the ACEU and the ACEU were given full opportunity to participate even in NIT-1 of 1970 and lead evidence and to address the Tribunal at length.

The main contention is that the existing relativity and differentials between the various categories of employees are being disturbed. Stress was laid on job evaluation. But we find that a Job Evaluation Committee was appointed by the Government and had to be wound up. The ACEU itself did not participate in the Job Evaluation Committee in the Indian Airlines. When the Job Evaluation Committee founded by the

Government had itself wound up its proceedings after a long period, it will be surely against the interest of the industry and the workmen to postpone the benefits which the workmen are getting and the industrial peace to be disturbed by waiting unnecessarily for a long period for job evaluation which is not likely to materialise. If we look at the settlement, we find that far from being likely to disturb the industrial peace, they are conducive to industrial peace. In fact, the maximum in the case of technicians is the same as was demanded by the ACEU in its written statement of 26th April, 1971. This contention of the ACEU is also, therefore, without substance.

The second Settlement was arrived at between the management of the Air India and the IATA, on 22-9-1971 and was filed on 19th October, 1971. It is in respect of the only category of Senior Technicians. Their pay-scale has been increased from Rs. 325—20—385—25—500—40—640 to Rs. 385—25—560—40—720—50—770 with effect from 1st March, 1971 and the Senior Technicians in the existing scale of pay are to be placed in the Revised scale with effect from 1st March, 1971. Their pay and dates of increment on being placed in the revised pay scale would remain unchanged except in the case of those drawing less than Rs. 385 whose pay will be fixed at Rs. 385 in the revised scale, and in such cases the next increment will fall due on 1st March, 1972. Paras 2.3 to 2.8 in respect of Special Allowance and paras 3 to 10 in respect of Transport Allowance, Washing Allowance, Driving Allowance, Radio Telephone Allowance, Flying Allowance, Leave Facilities, Secondary Increment and Overtime Calculations; and para 13 in respect of Privilege Leave will be implemented by the management. Clauses 11, 12, 14—17 and 19 of the Settlement have been reiterated as applicable to Senior Technicians also and Clauses 21 and 22 shall also be deemed to be incorporated in this Settlement.

The ACEU reiterated their objections against the Settlement of 29th March, 1971 in their statement of 26th April, 1971. They have already been dealt with above.

The Inspectors Association contended that since the Senior Technician's grade had been revised by a Settlement, proportionate increase must also be reflected in the grades which were higher than the grade of Senior Technicians.

We have already seen that the Inspectors are getting an appreciable raise in their pay-scale which is just and proper and no further raise is needed because of the increase in the pay scale of Senior Technicians, since there is already sufficient difference in the pay scales of the Senior Technicians and Foremen and Inspectors.

So far as the second Settlement is concerned, it is clearly beneficial to the Senior Technicians as the minimum and the maximum of the pay scale of Senior Technicians have been appreciably raised. They are also getting the same allowance and same benefits as have been allowed by the first settlement. The IATA also dropped a number of its demands which is clearly beneficial to the management.

Most of the demands of the Air-India have been settled in the agreement of 29th March, 1972. The IATA has agreed that the Technicians/Chargehands/Foremen shall take instructions from any officer/supervisory staff such as AME/ARME. Technical Officer and Engineer who is assigned area/section/sub-section as incharge. In the Maintenance Division the area of supervision will be as assigned by the Shift-in-Charge from shift to shift. In para 14.2 of the Settlement agreement has been reached about incidental duties. Para 14.3 deals with training and approvals whereas in para 14.4 agreement has been reached about the classroom and practical/on-the-job training. The Association has also agreed about the transfer/rotation from one trade to another or one division to other in respect of technicians/chargehands/foremen/Inspectors. There is a provision for transfer/rotation on a voluntary basis and in case

volunteers are not forthcoming seniority subject to suitability will be the basis. The workmen have also agreed to accept standard times for various jobs, productivity techniques and performance evaluation thereof. There are provisions for termination of overtime depending on the extent of work. The Association has conceded the necessity of measures of rationalisation and the Management's right to introduce measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country. The Association has also agreed to observe constitutional means and to eschew agitational steps and/or concerned actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public. The Association has also agreed to Cooperate fully and wholeheartedly with the Management to maintaining discipline, increasing efficiency and improving productivity.

I have considered the above terms of agreement in respect of the management's demands which have been conceded to by the Association. The terms agreed to are fair and just. They would result in industrial peace, prosperity for the industry and the country at large and I have no hesitation in accepting them.

In paragraph 18 of the Settlement it has been stated that no settlement has been reached in respect of the demands of the management pertaining to items of productivity such as Surveillance Inspection and new pattern of shift system, rest period, concession on Sunday working hours and grace period during working hours and obtaining medical certificates/fitness certificates from dispensary to be obtained outside the working hours. It was stated in this paragraph that the Management and Association would, during the pendency of the matter before this Tribunal, continue negotiations with a view to see whether a settlement could be arrived at.

The Management and the IATA in fact arrived at a Settlement on 11-1-1972 and filed it today in respect of these demands also.

The first point in para 18 of the 1st Settlement was Surveillance Inspection. The management contends that their system of inspection was out-dated inasmuch as it was cumbersome and time-consuming and reduced the responsibility of the Technicians whose job was primarily to carry out the initial work in a proper manner. They desired that the Aircraft Technician, who was suitably trained and approved by the appropriate authorities to do his work, should be made primarily and in most cases solely responsible for properly carrying out his job and that his work should be subject only to spot checks by Inspectors/AMES specially designated for this purpose. This system, known as the Surveillance Inspection System, contended the Corporation, is being followed by all major international airlines and a prayer was made that this be introduced in the Air-India and directions of this Tribunal were accordingly sought.

I see force in the contention of the Management. It is time that the principle of Surveillance Inspection should be accepted and introduced in the Engineering Department so that workmen are able to discharge such additional responsibilities as required by this system. The Technicians/Chargehands performing the work under this system will sign procedure/snag sheet to indicate their responsibility as required by the system. However, the Management should keep the Association and the other Unions including the ACEU informed before introducing the Surveillance Inspection in individual sections.

The Settlement dated 11-1-1972 provides for this. I agree with the provision except that, as mentioned above, the Management should inform not only the

IATA but also other Unions concerned, including the ACEU, before introducing the Surveillance Inspection in individual sections. Although the Settlement mentioned IATA only, the Management and the IATA were both prepared to delete the provision regarding prior information to the IATA only. They did not actually delete it and filed the Settlement without deleting. I agree that the provision need not be completely deleted, because the provision for information to workmen is wholesome, but should be retained in the form mentioned above.

The second point, which was not covered by the first two Settlements, was the new pattern of shift system. The Management made out a detailed case. They gave details of as to how this should be worked. Briefly, they wanted that in the Maintenance Division and Overhaul Shops the existing shift system be altered and some additional shift system be introduced. The system would necessitate some staff having to work for 4 or 5 nights continuously and some would have to work in 4 or 5 shifts continuously. The system demanded would also entail a certain number of staff to be scheduled on a regular roster basis to cater for the peak loads of work and certain number of staff having to work continuously for 5 or 6 days in a particular shift, i.e. the night shift, with 2 off days. The Management submitted that theirs was a peculiar nature of industry and the work-load in the maintenance and connected sections is very unevenly distributed over all hours of the day and also over the days of the week. Further, commercial requirements and summer and winter schedules etc. result in changes in the pattern of operations at least twice a year with the result that peak loads of work keep shifting from one part of the day to another and from one day of the week to another as an inherent feature of the industry. The management also wanted to have the right to introduce in the future from time to time, as it considers necessary, for the proper and efficient working of the Engineering Department and for fuller and better utilisation of manpower, machinery and equipment, a shift system or pattern which might be in force from time to time in any particular Division or Section of the Engineering Department in another Division or Section of that Department. It also desired the right to allocate the work strength in each shift as it considers necessary.

I agree with the Management that there is need of introduction of additional shifts to meet the varying work-loads arising out of operational and maintenance requirements. It is also to be ensured that manpower is utilised in a better way. For this new shift pattern to include uneven shift strength and split duties at out-stations would also have to be introduced.

It would be better if, as provided for the Settlement of 11-1-1972, the introduction of any new shift pattern and shift timings were discussed by the Deputy Engineering Managers of the concerned Divisions of the representatives of the Association. In case of any difference of opinion, same would be referred to the concerned Engineering Managers of the group for a decision. In case no agreement is reached the matter should be finally referred to the Director of Engineering whose decision would be binding on both the parties.

The management contends that it should be at liberty to alter from time to time the timings of the rest intervals in the shifts having regard to the exigencies of the work. I agree that the rest period, as provided for in the Settlement of 11-1-1972, between two shifts duty should not be less than 11 hours. The workmen shall report for duty after a rest interval of 11 hours even after performing overtime duty except the workmen at the base who have worked in the afternoon shift and continued to work overtime in the night shift and rostered to come for afternoon shift the next day, in which case the staff would get a night off. In the case of workmen detailed to work overtime in continuation of their normal shift duty when such normal shift duties are followed by a rostered day off, grant of a substitute day off shall be discontinued.

The management also demanded that there should be no rigidity or inflexibility regarding meal breaks and if the exigencies of work so require, the stall should work throughout meal periods and take their meals after the work is over. The demand is quite reasonable in view of the secular nature of the industry. The break periods have to be flexible due to aircraft movements. If the aircraft movements require the workmen to work during the rest/meal/tea intervals without any break, the workmen shall first attend to the aircraft and avail of rest/meal/tea interval only thereafter. This is what the third Settlement of 11-1-1972 provides.

The Management had also contended that at present the management did not take any action in cases of late coming to the extent of 5 minutes. Some employees, however, take an unfair advantage of this by reporting five minutes late for duty several times a month with the result that a substantial amount of working time is lost per employee during a month. They further contended that an employee was not expected to report for duty 5 minutes late unless there are justifying and abnormal circumstances on any particular occasion. This concession was abused by certain employees and the management wanted a direction from this Tribunal allowing it to deduct the salaries in a proportionate manner or treating him absent.

The management also contended that members of the stall (not covered by ESIC) who report for duty after three or more days sick leave had to obtain a certificate of fitness from the Medical Officer of the Corporation before they could report for work. It was observed that often employees went to the Corporation's Medical Clinic during their working hours to obtain such certificates, with the result that substantial working time was lost and the work got disrupted. It was submitted that such certificates should be obtained from the Corporation's Medical Clinic before their working hours started and wanted the Tribunal's directions.

It is but proper that workmen should report at the place of work at the commencement time. Similarly they should not stop work before the actual break off time. However, a grace period of not exceeding 5 minutes would be justified for reporting at work place and at break off time depending upon the location of Time Card and other facilities available in the shops. The workmen should not leave their work or work-place without prior permission of the section-in-charge to attend any other work such as going to the Medical Clinic. This is what clause 6 of the Settlement provides.

For what the workmen are conceding, the management has in the Settlement agreed to pay the following amounts by way of Productivity Allowance to the workmen from January 15, 1972.

Technicians/Sr. Technicians:	Rs. 35 per month.
Chargehands	: Rs. 40 per month.
Inspectors/Foremen	Rs. 50 per month.
Inspectors 'A'	: Rs. 75 per month.

The Settlement is thus fair and just to both the Management and the workmen.

Shri V. M. Fernandes contended that the provision or agreement should not be applicable to non-technical personnel as they are not party to the Settlement and will not be getting the Productivity Allowance. It is not contested by the management that the provisions of the agreement are not applicable to the non-technical workmen.

On a consideration of all the three Settlements, the Written Statements and objections filed by the parties and the evidence led and after hearing detailed arguments, I find that the Settlements are fair and beneficial to the workmen and the management and the country as a whole. They are, therefore, accepted.

I make an Award in terms of the three Settlements (which shall form part of the Award) with the slight verbal modification that the management will inform

the IATA and all the Unions concerned, including ACEU, before introducing Surveillance Inspection.

In the circumstances of the case there will be no orders as to the costs.

Let the Award be sent to the Central Government.

(Sd.) M. CHANDRA,  
Presiding Officer.

New Delhi;  
the 25th February, 1972.

Settlement dated 29-3-71

NAME OF PARTIES:

Air-India  
AND

Indian Aircraft Technicians' Association.

Representing Employers:

1. Shri K. K. Unni, Asst. General Manager, Air-India.
2. Shri K. G. Appusamy, Director of Engineering, Air-India.

Representing Workmen:

1. Shri K. B. Rao, President, Indian Aircraft Technicians' Association.
2. Shri H. K. Ghosh, General Secretary, Indian Aircraft Technicians' Association.

WHEREAS:

(a) the Indian Aircraft Technicians' Association (hereinafter referred to as "the Association") submitted the Charter of Demands on Air-India (hereinafter referred to as "the Management") under its letter dated June 23, 1969, in respect of certain technical categories of workman;

(b) the Management under its letter dated September 29, 1969, served on the Association a list of certain measures for obtaining increase of efficiency and productivity and for better utilisation of manpower;

(c) several meetings were held from time to time between the Management and the Association in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result, the respective demands of the Association and the Management were admitted in Conciliation which Conciliation proceedings ended in failure and the conciliation Officer submitted his failure report to the Central Government.

(e) by its Order dated February 24, 1971, the Government of India Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) referred the matter to the National Industrial Tribunal (Ref. No. NIT-1 of 1971) for adjudication in respect of the demands of the Association and the Management mentioned in the Order of Reference;

(f) after the reference was made to the National Industrial Tribunal, the Management and the Association resumed negotiations and as a result thereof the Management and the Association have arrived at the Settlement herein contained;

Now therefore it is hereby agreed and declared by and between the Parties hereto as follows:

1. This Settlement is only in respect of the following categories of workmen in the following existing scales of pay.

1. Rs. 205-20-385-25-510	Technicians	} Other than those in Transport Section
2. Rs. 325-20-385-25-560-40-640	Sr. Technicians	
3. Rs. 410-25-560-40-720-50-770.	Chargehand Sr. Welder	



4. Rs. 460—25—560—  
40—720—50—920 Foreman, Inspector.
5. Rs. 750—50—1000—  
100—1200 Inspector A.

and is in full and final settlement of the Charter of Demands submitted by the Association with its letter dated 23rd June, 1969, and the demands of the Association set out in the Order of Reference dated 24th February, 1971, insofar as the same relate to the abovementioned categories of workmen. The term "Workmen" whenever used in this Settlement shall mean the abovementioned categories of workmen.

## 2. Scales and Grades of Pay:

2.1. With effect from 1st March, 1971, the following modifications in the scales of pay of the categories indicated below shall be made:

- The existing scale of pay of Rs. 245—20—385—25—510 applicable to Technicians and the existing scale of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 245—20—385—25—560—40—640.
- The existing scale of pay of Rs. 410—25—560—40—720—50—770 applicable to Chargehand and Senior Welder and the existing scale of pay of Rs. 460—25—560—40—720—50—920 shall be interlinked to constitute the scale of Rs. 410—25—560—40—720—50—920.
- Foremen and Inspectors in the existing scale of Rs. 460—25—560—40—720—50—920 will be placed in the revised scale of Rs. 640—40—720—50—1,170 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 640/- whose pay will be fixed at Rs. 640/- in the revised scale with the date of next increment on 1st March, 1972.

2.2. In respect of the demand of the Association pertaining to the scale of pay for the category of Senior Technicians, no settlement has been reached, though the Management offered a scale of pay of Rs. 385—25—560—40—720 with effect from 1st March, 1971 as against the present scale of pay of Rs. 325—20—385—25—560—40—640.

The Association and the Management will, during the pendency of the matter before the N.I.T., continue negotiations with a view to see whether a settlement can be arrived at. However, the benefit of Special Allowance and Transport Allowance accruing from this settlement will be extended to this category.

2.3. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen and the Association drops and gives up its demand in respect thereof.

2.4. All the workmen in the scales of pay referred to in Clause 1 hereof shall be granted a Special Allowance equivalent to 15 per cent of their emoluments which at present count as "pay" for the purpose of Air India Employees' Provident Fund Regulations, 1954, subject to a minimum of Rs. 80/ per month.

2.5. The "Special Allowance" will be calculated on the actual "pay" drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of actual "pay" drawn.

2.6. The "Special Allowance" referred to above shall not be taken into account or consideration for the purpose of any other allowance or emoluments or for any other purpose whatsoever, except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.7. The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.8. The *ad hoc* payment of Rs. 40 per month already made to the workmen under Staff Notice No. 14/69-70 dated 4th February, 1970, and further such payments which may be made hereafter shall be adjusted in their entirety against the "Special Allowance" payable to the workmen under this Settlement, and further the *ad hoc* payment of Rs. 40 p.m. shall be discontinued thereafter.

## 3. Transport Allowance:

3.1. With effect from April 1, 1969, the workmen drawing basic pay of Rs. 245/- per month and above shall be granted a Transport Allowance of Rs. 35/- per month.

3.2. With effect from 1st March 1971, the Foremen and Inspectors placed in the grade of Rs. 640—40—720—50—1,170 will be paid a Transport Allowance of Rs. 50/- per month.

## 4. Washing Allowance:

The workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the rate of Rs. 3/- per month from 1st January, 1970, and the same will be revised to Rs. 8/- per month with effect from March 1, 1971, provided that in cases where washing facilities are provided by the Corporation the payment of allowance will have effect from the date from which such facility is discontinued.

## 5. Driving Allowance:

The existing rate of Driving Allowance of Rs. 20/- per month paid to such of the workmen who are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, will be revised to Rs. 30/- per month with effect from March 1, 1971. Other conditions regarding grant of this allowance shall remain unchanged.

## 6. Radio Telephone Allowance:

The existing rate of Radio Telephone Allowance of Rs. 20/- per month being paid to Radio Technicians and to Technicians who are working in the Radio Overhaul Shop holding R. T. Licence and whose licence is utilised by the Corporation will be raised to Rs. 30/- per month with effect from March 1, 1971. Other conditions regarding the grant of this allowance shall remain unchanged.

## 7. Flying Allowance:

Technicians/Chargehands/Foreman/Inspectors while flying on duty to outstations to rectify snags, carry out routines etc. with effect from 1st March, 1971, shall be paid a Flying Allowance of Rs. 5/- per hour for every hour spent in flight calculated to the nearest hour.

## 8. Leave facilities:

It is agreed that the Special Sick leave admissible under Regulation 24(A)(i)(b) of the Air-India Employees' Service Regulations may be accumulated upto a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workman. Other conditions regarding the grant of such leave shall remain unchanged.

## 9. Secondary Increment:

In the case of workmen who are entitled to Secondary Increments under Regulation 15B of the Air-India Employees' Service Regulations the existing ceiling of three on the number of Secondary Increments stands removed with effect from 1st April 1969.

## 10. Overtime Calculations:

It is agreed that with effect from 1st March, 1971, Technical Pay will be included for the calculation of overtime wages of Chargehands, Foremen and Inspectors on the same basis as in the case of Technicians, other conditions of calculations of overtime remain unchanged.

11. The Association hereby drops and gives up its demands pertaining to Dearness Allowance, Technical Pay Qualification Pay, Approval Allowance, Conveyance Allowance, Shift Allowance, Meal Allowance, Outstation Allowance, House Rent, Working hours Special Allowance, Allowance for Outstation Duties, Hardship Bad Environment Allowance, Insurance Coverage, Special Leave, Licence Fees, Children's Education Allowance, ESI and Group Medical Scheme and Insurance Coverage for the Technicians.

12. *Outstation Posting and Outstation Allowance:*

There is no problem to be settled in Air-India and as such the demand is dropped.

13. *Privilege Leave:*

The Association agrees that Privilege Leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of Privilege Leave on each occasion shall not be less than 5/6 days at a time. In special circumstances where Privilege Leave has to be availed of on more than three occasions due to unforeseen circumstances, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

14. *The Association Agrees:*

14.1. That the Technicians/Chargehand/Foreman shall take instructions from any officer/ supervisory staff such as AME/ARME, Technical Officer and Engineer who is assigned area/section/sub-section as in-charge. In the Maintenance Division the area of supervision will be as assigned by the Shift-in-Charge from shift to shift. This will not affect the present system of determining the requirement of chargehand/Foreman in the Section/Areas.

14.2. Technicians/Chargehand/Foreman/Inspectors shall perform incidental duties such as blanking, packing, requisitioning of parts, filling up of labels, shifting of parts maintenance and up keep of work place, tools equipment, driving of vehicles/equipment by authorised personnel etc. However technicians will not be deployed for incidental duties on a continuous basis. Also Aircraft Technicians shall carry out incidental plant maintenance of a break-down/preventive nature equipment build up etc. as need arises under appropriate supervision. Similarly, Plant Technicians would undertake work on Aircraft/Aircraft components in exigencies.

14.3. Welders and Inspectors shall undertake training or obtain necessary approvals for such assignments as determined from time to time within a reasonable period to be stipulated.

14.4. Technicians/Chargehand/Foreman/ Inspectors shall accept classroom and practical/on-the-job training imparted from time to time, as deemed necessary for the purpose of obtaining proficiency, conversion to new types and general/technical know-how.

14.5. The Technicians/Chargehands/Foremen/Inspectors shall accept transfer/rotation from one trade to another or one division to other which will be done normally on voluntary basis. (Wherever necessary, staff will be trained prior to such transfers). If volunteers are not forthcoming, the transfers will be done on seniority basis subject to suitability. For the purpose of transfer/rotation:

(i) Line Maintenance, Periodic Maintenance, 1049 Maintenance and Field Service would be considered as one Division.

(ii) Piston & Jet Engine shop would be considered as one Division.

14.6. The workmen shall accept standard times for various jobs, productivity techniques and performance evaluation thereof, including accountability by the Chargehand for laid-down performance standards. In this connection, any information required from time to

time by the Association will be provided and any suggestions in respect of the above from the Association will be considered.

14.7. The workmen shall accept termination of overtime at any time depending on the extent of work. Detailing of Chargehand, Progressman and Cleaner for overtime will be decided by Sectional/Divisional Head depending on extent and nature of work.

15. The Association concedes the necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country.

16. The Association agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience of its passengers and the public.

17. The Association agrees that it will fully and wholeheartedly cooperative with the Management in maintaining discipline, increasing efficiency and improving productivity.

18. No settlement has been reached in respect of the demands of the management pertaining to items of productivity such as Surveillance Inspection and new pattern of Shift System, rest period, concession on Sunday working hours and grace period during working hours and obtaining medical certificates/fitness certificates from dispensary to be obtained outside the working hours. The Association and the Management, however, will during the pendency of the matter before the National Industrial Tribunal, continue negotiations with a view to see whether a settlement can be arrived at on the above points.

19. The Association agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this Settlement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Settlement.

20.1. Except as specified in clauses 2, 3, 4, 5, 6, 7, 9, and 10 this Settlement shall not have any retrospective effect.

20.2. No payment due or made prior to this Settlement coming into force on the basis of emoluments already drawn by the workmen covered by this Settlement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this Settlement coming into force.

21. *Period of Agreement:*

This Agreement will remain in force till 31st March, 1973.

23. The parties hereto agree that they will make joint application to the National Industrial Tribunal praying that a consent award may be passed in terms of this settlement.

Dated this 29th day of March, 1971.

Witnesses:

1. Sd/- P. D. BALIWAJ

(1) Sd/- K. K. UNNI,  
Asst. General Manager,  
Air-India).

2. Sd/- K. A. SAPAT

(2) Sd/- K. G. APPUSAMY,  
Director of Engineering,  
(Air-India)  
For the Employers

1. Sd/ F. X. FERNANDEZ (1)  
Sd/- K.B. RAO,  
President,  
Indian Aircraft Technicians'  
Association.
2. Sd/- SANTOSH KUMAR (2)  
Sd/- H.K. GHOSH,  
General Secretary,  
Indian Aircraft Technicians'  
Association.
3. Sd/- M. I. SOANS For the Workmen  
Settlement dated 22-9-1971

## NAME OF PARTIES:

Air-India

AND

## INDIAN AIRCRAFT TECHNICIANS' ASSOCIATION

## Representing Employers:

- (1) Mr. K. G. Appusamy, Director of Engineering.  
(2) Mr. S. K. Nanda, Chief Personnel Manager.

## Representing Workmen:

- (1) Mr. J. F. Mendonsa, President, Indian Aircraft Technicians' Association.  
(2) Mr. H. K. Ghosh, General Secretary, Indian Aircraft Technicians' Association.

## Whereas:

(a) the Indian Aircraft Technicians' Association (hereinafter referred to as "the Association") and Air-India (hereinafter referred to as "the Management") signed a Settlement in respect of certain technical categories of workmen on 29th March, 1971;

(b) the Management and the Association jointly submitted an application to the National Industrial Tribunal (in the matter of Reference NIT-1 of 1971) under Sub-Section (1-A) of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) requesting the Hon'ble Tribunal to give a consent award in terms of settlement reached between the parties;

(c) it was agreed as per clause 2.2 of the settlement dated 29th March, 1971 between the parties that during the pendency of the matter before the National Industrial Tribunal, the Association and the Management will continue to negotiate the scale of pay for the category of Senior Technicians with a view to reach a settlement;

(d) the Association and the Management have now reached an agreement regarding the category of Senior Technicians.

## The Management and the Association therefore agree as follows:

1. The existing scale of pay of Rs. 325—20—385—25—560—40—640 applicable to the category of Senior Technicians shall be revised to Rs. 385—25—560—40—720—50—770 with effect from March 1, 1971.

2. Senior Technicians in the existing scale of Rs. 325—20—385—25—560—40—640 will be placed in the revised scale of Rs. 385—25—560—40—720—50—770 with effect from March 1, 1971. The pay and dates of increment of the Senior Technicians, on being placed in the revised pay scales, will remain unchanged, except in the case of those drawing less than Rs. 385, whose pay will be fixed at Rs. 385 in the revised scale and in such cases the next increment will fall due on April 1, 1972.

3. The Management will implement the provisions contained in clauses 2.3 to 2.8 and 3 to 13 of the Settlement dated 29th March 1971 in respect of the Senior Technicians.

4. The Association agrees that the provisions contained in clauses 14 to 17 and 19 of the Settlement dated 29th March, 1971, arrived at between the Association and the Management will apply also to Senior Technicians and the Association agrees to abide by the same and to implement the same with immediate effect.

5. Clauses 20.1 and 20.2 of the Settlement dated 29th March, 1971 shall also form part of this settlement and will be deemed to be incorporated herein.

6. This Agreement will remain in force till March 31, 1973.

The parties hereto agree that they will make a joint application to the National Industrial Tribunal praying that a consent award may be passed in terms of this Settlement.

Dated this 22nd day of September, 1971.

## Witnesses:—

- |    |            |                   |
|----|------------|-------------------|
| 1. | K.A. SAPAT | 1.                |
| 2. |            | 2.                |
|    |            | For the Employers |
| 1. | M.I. SOANS | 1.                |
| 2. |            | 2.                |
|    |            | For the Workmen   |

Settlement filed on 25-2-1972  
NIT-(1)/71

## NAME OF PARTIES:

Air-India

AND

Indian Aircraft Technicians' Association.

## Representing Employers:

- (i) Mr. Om Sawhny Dy. Director of Engineering, Air-India,  
(ii) Mr. S. K. Nanda, Chief Personnel Manager, Air-India.

## Representing Workmen:

- (i) Mr. J. F. Mendonsa, President, Indian Aircraft Technicians' Association.  
(ii) Mr. H. K. Ghosh, General Secretary, Indian Aircraft Technicians' Association.

## Whereas:

(a) the Indian Aircraft Technicians' Association (hereinafter referred to as "the Association") and Air-India (hereinafter referred to as "the Management") signed Settlements in respect of certain technical categories of workmen on 29th March, 1971 and 22nd September, 1971;

(b) the Management and the Association jointly submitted applications to the National Industrial Tribunal (in the matter of Reference NIT-1 of 1971) under sub-section (1-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) requesting the Hon'ble Tribunal to give a Consent Award in terms of Settlements reached between the parties;

(c) it was agreed as per clause 18 of the Settlement dated 29th March, 1971 between the parties that during the pendency of the matter before the NIT, the Association and the Management will continue to negotiate the demands of the Management pertaining to the items of productivity with a view to reach a Settlement;

(d) the Association and the Management have now reached an Agreement regarding these demands of the Management pertaining to items of productivity.

*The Management and the Association Therefore Agree as Follows:*

**1. Productivity Allowance:**

In consideration of the Association accepting the proposals set out below the management agrees to pay the following amount by way of Productivity Allowance to the workmen:

Technicians/Sr. Technicians	Rs. 35/- per month
Chargehands	Rs. 40/- per month
Inspectors/ Foreman	Rs. 50/- per month
Inspector 'A'	Rs. 75/- per month

The payment of Productivity Allowance will have effect from 15th January, 1972.

**2. Surveillance inspection:**

The Association accepts the principle of Surveillance Inspection Scheme and agrees to the introduction of the system in the Engineering Department whereby the workmen shall discharge such additional responsibilities as required by this system. The Technicians/Chargehands performing the work under this system will sign procedure/snag sheet to indicate their responsibility as required by the system. The Management shall keep the Association informed before introducing the surveillance inspection in individual sections.

**3. Shift system:**

The Association agrees to the need of introduction of additional shifts to meet the varying workloads arising out of operational and maintenance requirements and for better utilisation of man-power. New shift patterns to include uneven shift strength and split duties at outstations may be introduced.

The introduction of any new shift pattern and shift timings would be discussed by the Dy. Engineering Managers of the concerned Divisions with the representatives of the Association. In case of any difference of opinion, same would be referred to the concerned Engineering Managers of the group for a decision. In case no agreement is reached the matter will be finally referred to Director of Engineering whose decision shall be binding on both the parties.

**4. Meal breaks:**

The Association accepts that the break periods have to be flexible due to aircraft movements. If the aircraft movements require the workmen to work during the rest/meal/tea intervals without any break, the workmen shall first attend to the aircraft and avail of rest/meal/tea interval only thereafter.

**5. Rest periods:**

The Management agrees that the rest period between two shifts duties shall not be less than 11 hours. The workmen shall report for duty after a rest interval of 11 hours even after performing overtime duty except the workmen at the base who have worked in the afternoon shift and continued to work overtime in the night shift and rostered to come for afternoon shift the next day, in which case the staff would get a night off. The workmen detailed to work overtime in continuation of their normal shift duty when such normal shift duties are followed by a rostered day off, grant of a substitute day off shall be discontinued.

**6. General:**

The Association agrees that the workmen shall report at the place of work at the commencement time. Similarly, workmen shall not stop work before the actual break off time. However, a grace period of not exceeding 5 minutes may be permitted for reporting at work place and at break off time depending upon the location of Time Card and other facilities available in the shops.

The workmen shall not leave their work or work place without prior permission of the section-in-charge to attend any other work such as going to the Medical Clinic, Personnel Office or any other office.

7. The Productivity Allowance as provided for under this Agreement will be subject to the approval of the Central Government. The necessary application to the NIT for its Consent Award will be made after obtaining the approval from the Central Government.

Dated this 11th day of January, 1972.

Witnesses:

- |    |                          |     |   |
|----|--------------------------|-----|---|
| 1. | Sd/- H. S. GUPTA         | (1) | Sd/- OM SAWHNY,<br>Dy. Director of Engineering<br>Air-India   |
| 2. | Sd/- K. P. VEERARAGHAVAN | (2) | Sd/- S. K. NANDA,<br>Chief Personnel Manager<br>Air India<br>For the Employees                          |
| 1. | Sd/- V. V. BALAKRISHNAN  | (1) | Sd/- J. F. MENDONSA,<br>President<br>Indian Aircraft Technicians'<br>Association                        |
| 2. | Sd/- T. M. MATHEWS       | (2) | Sd/- H. K. GHOSH,<br>General Secretary<br>Indian Aircraft Technicians<br>Association<br>For the Workmen |

NIT-1 OF 1971

*Statements and Exhibits filed by the Inspectors Association*

1. Statement Air India Inspectors Association dated 15-4-71.
2. Written Statement dated 24-4-71 regarding the protest against the agreement signed between Air India Management and IATA on 29-3-1971.
3. Statement of Claims in continuation with the submission dated 24-4-71, dated 8th June, 1970.
4. Statement dated 3-11-71 from the Inspectors Association regarding its objection to the settlement dated 22-9-71.
5. Exhibits.

*Exhibits produced by the Air India, Inspectors' Association through their witnesses, during the course of evidence.*

- |           |  |
|-----------|--|
| INS-W1/1  | Part-I-1. THE BOM. GOVT. GAZETTE, MAY 22, 1952.  |
| INS-W1/2  | Letter No. ACEU/III/138, dated May 2, 1966.<br>From : George Clement, Regional Secretary.<br>To Mr. S. N. Badami, Examiner Power Plant Overhaul Division Air India, Santacruz. |
| INS-W1/3. | Copy of the Letter No. AIIA/18/70/ BOM. dated 7-8-70.<br>From P. A. Varhadkar, General Secretary,<br>To : The Chairman, Air India, Bombay-1, with Encl.                        |
| INS-W1/4  | Copy of the Letter No. AIIA/OS/71/ BOM. dt. 6-9-71.<br>From: P. A. Varhadkar, General Secretary<br>To : The General Manager, Air India, Bombay-1.                              |
| NS-W1/5   | Approval No. JOD/29 of Mr. S. P. L. Narayanan.   |

INS-W1/6	Approval No. JOD/15 of Mr. R. B. Menon.
INS-W1/7	Approval No. JOD/26 of Mr. A. Sassoon
INS-W1/8	Approval No. JOD/26 of Mr. V. Y. Mathure
INS-W1/9	Approval No. JOD/28 of Mr. V.G. Mordekar.
INS-W1/10	Approval POD/31 of Mr. R. J. Yagnik.
INS-W1/11	Approval No. JOD/25 of Mr. S. Narayanan.
INS-W1/12	Inspection from No. AIII/i S/23. Maganflux Inspection Record of Wright Cyclone TC-18DA Engines. (1049) Panctrex Crack Detection.
INS-W1/13	Inspection from No. AI/PPO/PW/VR-5. P and WJT 30-3B Engines Rotating Group, Modification.
INS-W1/14	View Room; Dint, Check, Insp. form No. AI/P&W/VR-Issue-March '71. Spring Tension Check.
INS-W1/15	Pratt and Whitney JT 30, Jet Inspection Form No. AI/P&W/V.R.
INS-W1/16	Overhaul Inspection Report for Turbo Compound Engines, Wright Cyclon Engines (Piston).
INS-W1/17	Overhaul Inspection Report form Power Section.
INS-W1/18	Rear Section, Supercharger Section and Accessory Drives.
INS-W1/19	Overhaul Inspection Report from Cylinder Section, Power Section.
INS-W1-20	Air India Staff Notice dt. July 27, 1970 No. E. /17-6/4166.

Preliminary Written Statement of Air India in the Reference No. CGIT-26 of 1967. Between Air India and All India Aircraft Engineers Association as representing Aircraft Maintenance Engineers of the Corporation.

#### NIT-1 OF 1971

##### Statements filed by the I.A.T.A.

1. I. A. T. A's reply dated 12-11-71 to the ACEU'S objection to the settlement dated 22-9-71.
2. I. A. T. A's reply dated 12-11-71 to the Inspectors Association's objection to the settlement dated 22-9-71.

#### NIT-1 OF 1971

##### Statements filed by the A.C.E.U.

Statement dated 1-11-71 from ACEU dated 1-11-71 regarding its objection to the settlement dated 22-9-71.

#### NIT-1 of 1971

##### Written statements and document filed by Air India

1. Preliminary Written Statement of Air India regarding its own Demands as referred to dated 26th March, 1971.
2. Written Statement of Air India dated 9-8-71 in Reply to the Written Statement dated 15-4-71, 24-4-71 and 8-6-71 of Air India Inspectors Association.
3. Written Statement of Air India dated 20-8-71 in reply to the Written Statement dated 26-4-71 of ACEU.
4. Air India's reply dated 12-11-71 to the ACEU's objection to the settlement dated 22-9-71.
5. Air India's reply dated 12-11-71 to the Inspector's Association's objection to the settlement dated 22-9-71.

#### Exhibits referred to on p. 7 Order Sheet :

- A-1 . Form 'H' Memo. of Settlement dated 22-7-66, between AI and ACEU
- A-2 . Agreement dated 15-7-70 Air India and ACEU
- A-3 . Copy of Agreement between AI and ACEU dated 18-3-71.

#### Exhibits

Cross-examination M. 1p 21 Copy of Memorandum of Settlement of Shri Mani by Shri Vimalalal

M. 2 P 24	Inspection Approval	Shri S.P.L.Narayanan
M. 3 p	Do.	Shri S. Narayan
M. 4 p. 24	Do.	Shri R.P. Menon
M. 5 p 24	Do.	Shri R. J. Yagnik
M. 6. p 24	Do.	Shri A. Sassoon
M. 7 p 24	Do.	Shri V.Y. Mathure
M. 8. p 24	Do.	Shri V. G. Mordekar
M. 9. p 24	Do.	Shri H. Bhattacharya
M. 10 p 29	Do.	Shri M. J. Udwadia
M. 11. p 29	Do.	Shri P.A. Varahadkar
M. 12. p 29	Do.	Shri R.N. Ramamurthy
M. 13 p 29	Do.	Shri P.N. Chucker-buty
M. 14. p 29	Do.	Shri V.R. Iyer.
M. 15 p 34	Copy of letter No. PPO/75 /1867 dated 31-3-70 assigning job in Rework Section	
M. 16. p 6	Inspection Approval	Shr C.V.S. Mani
M. 17. p 6	Do.	Shri K.S. Mandi
M. 18. p 8	Do.	Shri B.N. Gokhale
M. 19. p 8	Do.	Shri S.N. Badami
M. 20 p 8	Do.	Shri K. Madhavan
M. 21. p 8	Do.	Shri K.J. Abhram
M. 22. p 8	Do.	Shri I.J. Singh
M. 23. p 8	Do.	Shri T.M. Padhmanaban
M. 24. p 8	Do.	Shri T.S. Srinivasan
M. 25 p 8	Do.	Shri M.I. Thomas

(Through Shri D.P. Riska Engineering Manager Overhaul)

M.W. 1/26	Syllabus for the examination or qualifying for the post of Inspector.
M.W. 1/27	Syllabus for the examination for qualifying for the post of AME Trainee.
M.W. 1/28	Syllabus for the examination for qualifying for the post of Inspector 'A'
M.W. 1/29	Syllabus for the examination for qualifying for the post of AME-II.
M W. 1/30	Syllabus for the examination for qualifying for the post of AME-I
W. 1/31	Syllabus prescribed for Aircraft Maintenance Engineer's Licence Examination by the Director General of Civil Aviation alongwith the list of books prescribed by the DGCA for reading for the said examination.

M.W. 1/32	Agreement between Air-India and the All India Aircraft Engineers' Association dated October, 15, 1965.	M.W. 2/49	Letter dated 15-11-70 Meeting with the representatives of the ACEU IATA, Management of AIR INDIA, AND INDIAN AIRLINES		
M.W. 1/33	Agreement between Air-India and the All India Aircraft Engineers' Association dated May 3, 1967.	M.W. 2/50	Letter No. GM/74-19/3163 dated 15-7-70 from Air India to ACEU and Agreement of same date reached on items relating to parity between Air India/Indian Airlines and a Memorandum of Settlement.		
M.W. 1/34	Duties and responsibilities of Aircraft Maintenance Engineer-II.				
M.W. 1/35	Duties and responsibilities of Aircraft Maintenance Engineer-I.	(Through Shri D.P. Nimkar)	M.W. 1/51	Four letters, all dated November, 22, 1969 addressed by the Dy. Engineering Manager, Jet Engine Overhaul Division, to M/s. V. R. Iyer, K. J. Abraham, K. F. Patel and I. J. Singh all AME's-I	
M.W. 1/36	Duties and responsibilities of Aircraft Maintenance Engineer-III.				
M.W. 1/37	Duties and responsibilities of Inspector 'A'				
M.W. 1/38	Duties and responsibilities of Inspectors.				
M.W. 1/39	Letter No. 3-1506/VII/68 (2) dated 4/12, November, 1969 minimum education qualifications Issue of AME Licences.		M.W. 1/52	Two letters dated November 22, 1969 addressed by the Dy. Engineering Manager, Jet Engine Overhaul Division, to Mr M. Shrimali and Mr. K. R. Ramamurthy, both AME's-II.	
M.W. 1/40	Letter No. S-18 (iii)/9/4182, Dated 14-4-1966 Approval of Inspectors.		M.W. 1/53	Five letters dated March, 31, 1970, March 31, 1970 April 17, 1970, December 21, 1970 and September, 21, 1971 addressed by the Deputy Engineering Manager, Jet Engine Overhaul Division, to Mr. S. K. Murthy, Mr. M. I. Thomas, Mr. S. Narayan, Mr. S. N. Badami and Mr. V. Y. Mathure respectively, All Inspectors 'A'	
(Through Shri George Clement Dy. P.O.)	M.W. 2/41	Letter No. 45/44/68-I I & E dated 19-12-1968 Office Memorandum,			
	M.W. 2/42	Agreement of Recognition dated 19-4-1969.			
	M.W. 2/43	Agreement of Recognition dated 7-9-1971			
	M.W. 2/44	High Court Judgment in Misc. Petition No. 141 of 1969 dated 27-3-1969.	(Through Shri George Clement)	M.W. 2/54	Chart No. I Referred in S. No. 10 in Sh. Clement's list of documents dated 20-10-1971
	M.W. 2/45	Letter No. AI/CPW/E/51 (A), dated 2-9-70 regarding Charter of Demands Points suggested for increasing efficiency and productivity.		M.W. 2/55	Chart No. II Referred in S. No. 10 in Shri Clement's list of documents dated 20-10-1971.
	M.W. 2/46	Letter No. 242 (ACJEC)/70 dated 17-9-70 Data collected in respect of Jobs of different categories.		M.W. 2/56	Chart No. III Do.
	M.W. 2/47	Letter No. AI/STG-COM/51-13 (F)/428 dated 24-9-70 Forwarding copy of letter No. 242 (AGJEC)/70, dated 17-9-70.		M.W. 2/57	Chart No. IV Do.
				M.W. 2/58	Chart No. V Do.
				M.W. 2/59	Chart No. VI Do.
	M.W. 2/48	Terms of Agreement dated 25-9-70.		M-60	Photo stat copy of Government of India Gazette, May 3, 1969.

## NIT-1 OF 1971

## Management Witnesses

1. (MW-1) Shri D.P. Nimkar . . . pp 1-8
2. (MW-2) Shri G. Clement . . . pp 1-11

## NIT-1 of 1971

## Workers' Witnesses

- |         |   |
|---------|---|
| pp 1-36 | 1. Shri K.S. Mani of Ins Association (W.W.1)  |
| pp 1-10 | 2. Shri S. Narayan of Ins Association (W.W.2) |
| pp 1-8  | 3. Shri P.K. Mazumdar of ACEU (W.W.3)         |
| pp 1-2  | 4. Shri I.E. Machado of ACEU (W.W.4)          |
| pp 1-3  | 5. Shri I. Colos. of ACEU (W.W.5)             |
| pp 1-7  | 6. Shri F.X. Fernandez of IATA (W.W.6)        |

## NIT-1 OF 1971

## Exhibits submitted by the Workers during evidence

- IRS-W.W.2/1 Letter No. B/17-28/643, dated 29-1-70, from Technical Headquarters, Air India to Mr. S. Narayan, Inspector, Grade 'A' View Room, Jet Overhaul Shop—regarding his general duties and responsibilities as Inspector 'A'.
- INS W.W.2/2 Copy of Inspection Approval—  
Shri K.S. Mani  
Copy of Inspection Approval—  
Shri M.I. Thomas
- ACEU W.W.3/1 Letter No. GM/74-193163, dated 15-7-1970 from Air India to ACEU—Agreement has been reached on items relating to parity between Air India/Indian Airlines and a Memorandum Settlement.
- IATA-W.W. 6/1 Agreement of Recognition dated 17-4-1969.

[No. L-11011/2/71-LR.III.]

New Delhi, the 9th March 1972

**S.O. 901.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the National Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the Air India and the Indian Airlines and their workmen, which was received by the Central Government on the 28th February, 1972.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
NEW DELHI

## REFERENCE No. NIT-1 OF 1970

AND

## REFERENCE No. NIT-2 OF 1971

In the matter of an industrial dispute between the employers in relation to the Air-India and the Indian Airlines and their workmen as represented by:—

- (1) Air Corporation Employees' Union, New Delhi.
- (2) Air-India Inspectors' Association, Bombay.
- (3) Air-India Staff Association, Bombay.

## PRESENT:

Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

## APPEARANCES:

## For the Employers:

- Shri Sohrab D. Vimadlal, Bar-at-Law.  
Shri J. Mahajan, Advocate.  
Shri S. K. Wadia, Solicitor.  
Shri S. K. Nanda, Chief Personnel Manager.  
Shri K. A. Sapat—for the Air-India.  
Shri G. B. Pai, Advocate with  
Shri O. C. Mathur, Advocate.  
Shri J. Mahajan, Advocate.

Miss. Ramrakhiani, Advocate.—for the Indian Airlines.

## For the Employees:

- Shri M. K. Ramamurti, Advocate, with  
Shri Madan Mohan, Advocate,  
Shri P. K. Majumdar,  
Shri V. M. Fernandes,—for the Air Corporation Employees Union.  
Shri C. G. Nadkarni, Advocate, with  
Shri K. S. Mani,—for the Air-India Inspectors' Association.  
Shri H. P. Bhopatkar—for the Air-India Staff Association.

## AWARD

These are two connected References, Nos. NIT-1 of 1970 and NIT-2 of 1971 under Section 10 of the Industrial Disputes Act. As agreed to by the parties, the two References were consolidated, since categories of Cabin Crew in the two References are the same, and similar questions of fact and law were involved. NIT-1 of 1970 was made the leading case. They are, therefore, being disposed of by one order.

This National Industrial Tribunal was set up by the Government of India, Department of Labour and Employment's Notification No. S.O. 3639, dated the 2nd November, 1970. The dispute of NIT-1 of 1970 between the Air-India and the Indian Airlines and their workmen was referred to this Tribunal for adjudication by another Notification No. 4/82/70-LR-III(ii), of the same date. The Schedule attached to the Order of Reference in NIT-1 of 1970, referred on November 2, 1970, is given below:

## SCHEDULE

Whether the demands of the Air Corporation Employees Union in respect of the following matters are justified? If so, to what relief are they entitled?

## Air India

1. Scales and Grades of Pay
2. Dearness Allowance.
3. Outstation Allowance.
4. Resettlement Allowance.
5. House Rent Allowance.
6. Conveyance Allowance.
7. Children Allowance.
8. Washing Allowance.
9. Driving Allowance.
10. Graduate Allowance.
11. Machine Allowance.
12. Cash Handling Allowance.
13. Duty Allowance.
14. Rifle Allowance.
15. Overtime Payment.
16. Technical Pay.
17. Leave Facilities.
18. Railway Fare.
19. Air Passage.
20. Promotions.
21. Insurance Coverage/Compensation.
22. Retirement Age.
23. Retirement Benefit.
24. Secondary Increment.
25. Retrospective Application.
26. Special Items for Cabin Crew.
  - (i) Efficiency Bonus.
  - (ii) Jet Allowance.
  - (iii) Overseas Operational Allowance.
  - (iv) Excess Flying Pay.
  - (v) Laundry Allowance.
  - (vi) Language Allowance.
  - (vii) Compensatory Allowance.
  - (viii) Beauty Care Allowance.
  - (ix) Bar Sales Allowance.
  - (x) Safe Custody Allowance.

- (xi) Special Travelling Allowance.
- (xii) Layover Allowance.
- (xiii) Outstation Allowance.
- (xiv) Publicity Allowance.
- (xv) Accompanying Allowance.
- (xvi) Ferry Operations.
- (xvii) Non-Air India Assignment Allowance.
- (xviii) Training Allowance.
- (xix) Uniforms.
- (xx) Passage for Travel on Duty.

#### Indian Airlines

- 1. Pay Scales.
- 2. Dearness Allowance.
- 3. Fitment.
- 4. Technical Pay.
- 5. House Rent Allowance.
- 6. Transport Allowance.
- 7. Meal Allowance.
- 8. Washing Allowance.
- 9. Education Allowance.
- 10. Graduate Allowance.
- 11. Flight Allowance.
- 12. Transfer to Outstations.
- 13. Charge Allowance.
- 14. Stay Over Allowance.
- 15. Family Medical Benefit.
- 16. Voluntary Pension Scheme.
- 17. Uniform.
- 18. Leave.
- 19. Secondary Increment.
- 20. Overtime Allowance.
- 21. Duty Hours.
- 22. Promotional Avenues/Standard Force.
- 23. Bonus (Ex-gratia).
- 24. Compensation for Early Voluntary Retirement.
- 25. Retirement.
- 26. Air Passage.

II. Whether the demands of the management of Indian Airlines and Air India in respect of the following matters for increasing efficiency, productivity and discipline are justified? If so, what directions are required in these matters?

#### Indian Airlines

- 1. Rules for increase in productivity.
- 2. Revision of Canteen Tariff and hours of opening and closing canteens.
- 3. Schedule of Uniforms, quality of cloth, stitching and supply of uniforms. Liability of employees to come to work in full uniforms.
- 4. Change in the existing Settlement dated 1st February, 1967 regarding procedure for recruitment to the Officers' Grade.
- 5. Introduction of 5 Day Week in the Administrative Offices of the Corporation.
- 6. Procedure for filling up vacancies of Chargehand and Examiner.
- 7. Rationalisation of facilities being given to the Union.
- 8. Introduction of a Grievance Procedure.
- 9. Change in the method of fixing initial pay on appointment of an existing employee to a higher grade.
- 10. Transfer of employees from one cadre to another.
- 11. Finalisation of festival holidays.

#### Air India

- 1. Shift System.
- 2. Transfer.
- 3. Officiating.

- 4. Closing Work.
- 5. Leaving Workplace during office hours.
- 6. Female Staff.
- 7. Union Staff, Representatives of Labour Welfare Committee, Housing Colony.
- 8. Identification Badges.
- 9. Permanent Loan Items.
- 10. Leave, Offs.
- 11. Over Stayal.
- 12. Overtime.
- 13. Holidays.
- 14. Transport.
- 15. Staff at the Airports.
- 16. Cabin Crew.
- 17. Others.

A brief history of civil aviation and the circumstances, in which this dispute between the Air-India and the Indian Airlines and their workmen has arisen, may be mentioned as follows:

The air companies in India were nationalised in 1953 by the enactment of the Air Corporations Act, 1953 (hereinafter referred to as the 'Act'). Under Section 3 of the Act, two Corporations, namely, the Indian Airlines and the Air-India International (later renamed as Air-India) were established on the 1st August, 1953. Section 7 of the Act provides that "it shall be the function of each of the Corporations to provide safe, efficient, adequate, economically and properly coordinated air transport services whether internal or international or both and the Corporations shall so exercise their powers as to secure that the air transport services are developed to the best advantage and, in particular, so exercise their powers as to secure that the services are provided at reasonable charges." Under Section 16 of the Act, undertakings of all the existing air companies (other than Air-India International Limited) were transferred to and vested in the Indian Airlines and the undertaking of the Air-India International, Limited in Air-India International. Under Section 20 of the Act, the employees of the erstwhile air companies became the employees of the Corporation viz. Indian Airlines or Air-India International in which the undertaking concerned vested. On their absorption in the two Corporations the interests of the employees were duly safeguarded under Section 20, which *inter alia* provided that the employee "shall hold his office or service therein by the same tenure, at the same remuneration and upon the same terms and conditions and with the same rights and privileges as to pension and gratuity and other matters as he would have held the same under the existing air company if its undertaking had not vested in the Corporation and shall continue to do so unless and until his employment in the Corporation is terminated or until his remuneration, terms or conditions are duly altered by the Corporation." Section 45 of the Act conferred powers on the two Corporations to make regulations, with the previous approval of the Central Government, for carrying out their functions including laying down the terms and conditions of their workmen. Under Section 9 of the Act the two Corporations, in carrying out their duties, are required to act "so far as may be on business principles".

So far as Air-India is concerned, on its establishment it inherited the service conditions and wage structure of its predecessor company viz. Air-India International, Limited. After the nationalisation, the ACEU presented in October, 1954 a Charter of Demands which included upward revision in pay scales and other conditions of service. While this Charter was under conciliation, the union presented in September, 1956 a Supplementary Charter of 49 Demands. This was followed by a strike notice in January, 1957. No Settlement could be arrived at in conciliation. Consequently, the dispute was withdrawn from conciliation on the 1st April, 1958 and a negotiating committee was set up by Air-India. Negotiations continued until July, 1958 but did not



lead to any settlement. In August, 1953, the ACEU presented a revised charter of 57 demands which was again taken up in conciliation. This time the conciliation met with some success and an agreement concerning many of the demands was reached on the 1st August, 1959. By another agreement arrived at on the same day the remaining demands concerning pay scales, dearness allowance and other allowances, gratuity, etc. were agreed to be referred to a Committee of Arbitration consisting of two representatives of the Air-India, two representatives of the ACEU and an independent Chairman. Shri D. V. Vyas, a retired Judge of the Bombay High Court, was appointed as the Chairman of the Committee of Arbitration. While the arbitration proceedings were pending, the management and the union arrived at a settlement. The settlement so arrived at on the 9th May, 1960, which provided for revision of pay scales and some increase in dearness allowance, was ultimately made the basis of an award binding of the parties for a period of three years i.e., upto the 9th May, 1963. On the expiry of this award the union submitted a fresh charter of demands in December, 1963. As no settlement could be arrived at in respect of this charter of demands, the workmen resorted to agitation in the form of "work to rule." At this stage, the Government of India intervened and announced in July, 1964 the setting up of a Committee of Inquiry headed by a retired Judge of the High Court. After this, the union gave a strike notice on the 10th July, 1964 which ultimately led to the setting up of a National Industrial Tribunal presided over by Shri G. D. Khosla, retired Chief Justice of Punjab High Court, for the adjudication of the dispute. The National Industrial Tribunal gave its award in February, 1966. Under this award a portion of the dearness allowance was merged in the basic salary and the quantum of dearness allowance was reduced. According to the ACEU, the small increase in the total of basic pay and dearness allowance resulting from the Khosla Award was offset by the increased contribution towards provident fund with the result that the workmen were again dissatisfied. In consequence, the management arrived at a settlement on the 22nd July, 1966, which was followed by another supplementary settlement of the 21st October, 1966. The agreement of the 22nd July, 1966 provided *inter alia* that the Khosla Award as modified and supplemented by that agreement would remain in force till the 31st December, 1968.

As regards the Indian Airlines, on its establishment it took over the employees of the erstwhile air companies who on joining the Indian Airlines continued to enjoy their respective pay scales and conditions of service. The Indian Airlines set up a Services Committee under a retired Judge of the Nagpur High Court for rationalisation of pay scales of different categories of employees and other terms and conditions of their service. The Committee submitted its report in July, 1954. The fitting-in of the employees in the revised pay scales evolved by this Committee created enormous problems and its report could not, therefore, be implemented in full. As a result of negotiations between the Indian Airlines and ACEU an agreement was arrived at between them in April, 1955 which was followed by another agreement in February, 1956. These settlements provided for the interlinking of certain grades and the method of implementation of the recommendations of the Services Committee. According to the ACEU, the employees, however, continued to be dissatisfied. Ultimately, the dispute was referred in 1957 to the National Industrial Tribunal presided over by Shri Bind Basni Prasad, a retired Judge of the Allahabad High Court. The National Industrial Tribunal gave its award in 1958. This award clarified the recommendations of the Services Committee and provided for an *ad hoc* increase of Rs. 5/- in dearness allowance to employees drawing basic salary upto Rs. 200/-. Subsequently, an agreement was arrived at in May, 1961, which provided for a merger of some of the scales, an increase

in dearness allowance by 25 per cent plus Rs. 5/- in Grades 1 to 9 subject to a minimum of Rs. 40/-, and some other benefits. This settlement came into effect from the 1st April, 1961 and remained in operation upto the 31st March, 1964. On the expiry of the aforesaid settlement of May 1961, the ACEU submitted a fresh charter of demands. After negotiations on this charter, a settlement was arrived at on the 9th March, 1964. This settlement was made effective from 1st April, 1964 and remained in operation upto 31st January, 1966. Under this settlement, some modifications were effected in the pay scales and their number was further reduced by linking or merger of the existing scales. This settlement also provided for some other benefits, namely, grant of *ad hoc* increments, upgradation of some posts, co-ordination of certain allowances and grant of a special allowance of Rs. 10/- to lower categories of staff. On the expiry of the settlement of 9th March, 1964, the Union submitted a memorandum on the 26th September, 1966 demanding the introduction of pay scales as awarded by Khosla Tribunal in respect of Air India with certain modifications. Negotiations started on the 28th September, 1966 and ultimately a settlement was reached between the ACEU and the Indian Airlines on the 1st February, 1967. This settlement provided for the pattern of NIT pay scales of Air India on a 'near-parity' basis in line with the Khosla Award. The net result of this settlement was to bring about a close proximity in the wage structure of the two Corporations, viz. Air India and the Indian Airlines. This agreement expired on the 31st December, 1968.

On the expiry of the settlement between the ACEU and the two Corporations on the 31st December, 1968, the ACEU submitted a charter of demands on the Indian Airlines in May 1969 and on the Air India in July 1969. Bipartite negotiations on these charters continued for about a year, but no settlement could be reached. In the meantime, the managements of both the Corporations announced an *ad hoc* increase of Rs. 40/- per month with retrospective effect from the 1st April, 1969 to be adjusted against any settlement or award on the charters of demands submitted by the ACEU. Meanwhile, there was a further settlement on the 15th July, 1970, between the Air India and the ACEU under which pay scales in respect of certain categories were brought on par with the corresponding pay scales applicable to those categories in the Indian Airlines.

As no settlement could be arrived at on the charters of demands submitted by the ACEU to the Indian Airlines and Air India in May 1969 and July 1969 respectively, the Union served strike notices on the two Corporations on the 3rd September, 1970 for commencement of the strike from the 19th September, 1970, onwards. Copies of these notices were also sent to the Chief Labour Commissioner. On receipt of the strike notices, conciliation proceedings were started by the Chief Labour Commissioner's organisation. During the conciliation proceedings which were held separately for the two Corporations, the Indian Airlines and Air India also raised points about increased efficiency and productivity. Despite prolonged discussions and efforts for resolving the dispute in conciliation, the parties could not come to an amicable settlement. The Deputy Chief Labour Commissioner, who conducted the conciliation proceedings, submitted the failure of conciliation reports to the Government of India towards the end of September, 1970. The dispute was, as mentioned earlier, referred to this Tribunal on 2nd November, 1970.

In 1971, Jumbo Jets were introduced by Air-India. A dispute concerning the Cabin Crew on 747 (Jumbo Jet) Operations was referred to this Tribunal by Order No. L. 11011/13/71/LR/III, dated 2nd June, 1971 and

was numbered as NIT-2 of 1971. The Schedule attached to that Order of Reference, reads as follows:

#### SCHEDULE I

I. Whether the demands of the Air Corporations Employees Union in respect of the following matters concerning Cabin Crew on 747 operations are justified? If so, to what relief are they entitled?

1. Crew complement.
2. Jumbo operations allowance.
3. Productivity allowance.
4. 747 charter allowance.
5. Training on 747 aircraft.
6. Technical allowance.
7. Seating facilities.
8. Definition (Categories of Cabin Crew to be covered).

II. Whether the demands of the management of Air-India in respect of the following matters concerning Cabin Crew on 747 operations are justified? If so, what directions are required in these matters?

1. Pattern of scheduling within duty and flight time limitations, i.e. slip less system/temporary/permanent posting.
2. Inter-changeability of functions and duties amongst the three categories of cabin crew such as Flight Purser, Assistant Flight Purser and Air Hostesses.
3. Serving of meals on ground in the aircraft as and when necessary.

Originally the workmen were represented only by the Air Corporation Employees' Union (hereinafter called the ACEU). Two other Associations, namely, the Air-India Inspectors' Association and the Air-India Staff Association were, on their applications, impleaded as parties to the dispute as mentioned in my Award Part-I of NIT-1 of 1970.

Two Settlements were entered into between the Air-India and the ACEU and three between the Indian Airlines and the ACEU in respect of certain categories of employees.

The first Settlement was arrived at between the Air-India and the ACEU and the Award Part-I dated the 10th May 1971 was made in terms of that Settlement.

The second Settlement was entered into between the Indian Airlines and the ACEU, and the Award Part-II was made on the 28th July 1971 on its basis. This Award relates to the categories mentioned therein.

The third Settlement was arrived at between the Air-India and the ACEU, and the Award Part-III relating to the categories mentioned therein was made on the 8th November 1971 on its basis.

The fourth and fifth Settlements have been arrived at between the Indian Airlines and the ACEU on 10th January 1972 and 15th February 1972 in respect of the categories mentioned in the Settlements. They will be considered in the present Award.

As mentioned in clause 1 of the Settlement dated 10th January 1972, it relates to the technical workmen in the following scales of pay:

- (i) Rs. 245-20-385-25-510.
- (ii) Rs. 325-20-385-25-560-40-640.
- (iii) Rs. 410-25-560-40-720-50-770.

The Settlement also relates to the Cabin Crew in the existing scale of pay of Rs. 385-25-560-40-720-50-770 and two Carpenters, Tailors, Masons and Plumbers in the existing scale of pay of Rs. 200-15-245-20-385-25-510, and the Tailors and Carpenters in the existing scale of Rs. 325-20-385-25-560-40-640. It is in full and final settlement of the Union's Charter

of Demands and the Demands of the management set out in the Order of Reference in so far as they relate to these categories of workmen.

Clause 2 of the Settlement deals with the scales and grades of pay. The maximum of the existing scale of pay of Rs. 200-15-245-20-385-25-510 has been raised to Rs. 640/- with higher increments of Rs. 40/- per year after Rs. 560/-. The existing scale of pay of Rs. 245-20-385-25-510 and the existing scale of pay Rs. 325-20-385-25-560-40-640 are to be interlinked to constitute the scale of Rs. 245-20-385-25-560-40-640. Carpenters, Tailors and other technical workmen in the existing scale of pay of Rs. 325-20-385-25-560-40-640 are to be placed in a higher scale of Rs. 385-25-560-40-720-50-770 with effect from 1st March 1971. The maximum in the existing scale of Rs. 410-25-560-40-720-50-770 is to be raised to Rs. 920/- with annual increment of Rs. 50/- per month after Rs. 720/-. Flight Stewards in the existing scale of pay of Rs. 385-970 are to be placed in the revised scale of pay of Rs. 385-25-560-40-720-50-920 with effect from 1st March, 1971, thus raising the maximum of the scale from Rs. 770/- to Rs. 920/-. Air Hostesses in pay scale of Rs. 385-25-560-40-720-50-770 are to be placed in the revised scale of pay of Rs. 485-25-560-40-720-50-770 with effect from 1st March, 1971.

These provisions give appreciable benefits to the workmen concerned in respect of their scales and grades of pay and also have the effect of giving to the air hostesses of the Indian Airlines the same scale of pay as the existing scale of the air hostesses of the Air-India, thus providing for parity between the air hostesses of the two airlines.

A new cadre of Deputy Chief Air Hostess and Deputy Chief Flight Steward is to be introduced soon in the scale of Rs. 485-25-560-40-720-50-920. Appointments will be made from among the air hostesses and flight stewards on the same basis as Chief Hostess. This is also beneficial to the air hostesses and the flight stewards inasmuch as it gives them a chance to rise to the higher post of a Deputy Chief Air Hostess or a Deputy Chief Flight Steward.

All the workmen referred to above except the Cabin Crew are to be granted a 'Special Allowance' equivalent to 15 per cent of their emoluments, which at present count as 'Pay' for the purpose of the Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the minimum of Rs. 80/- per month. The Cabin Crew are to be granted a special allowance of 18 per cent instead of 15 per cent granted to others. The 'Special Allowance' is to be paid from 1st April 1969. This will also result in a very appreciable increase in the emoluments of these workmen.

Workmen other than air hostesses and flight stewards are to get transport allowances. The Deputy Chief Air Hostesses and Deputy Chief Flight Stewards are to be given a transport allowance of Rs. 35/- per month from the date of their appointment to the post. The Air Hostesses and Flight Stewards are to get, with effect from 1st March 1971, a Washing allowance of Rs. 25/- per Rs. 20/- per month respectively. Others who are provided with Uniforms by the Corporation are to get a Washing allowance of Rs. 8/- per month. The rates of Meal allowance of workmen other than the Cabin Crew, have also been revised. The Check Cabin Crew Allowance has also been raised from Rs. 50/- to Rs. 150/- per month from 1st March, 1971. The Deputy Chief Air Hostesses and Deputy Chief Flight Stewards are to be paid a Special pay Rs. 100/- per month from the date of their appointment. With effect from 1st January 1971, the amount of insurance on a world-wide 24 hours basis against the risk of death by accident is to be raised for Cabin Crew from Rs. 10,000/

15,000/- to Rs. 42,000/- and the rules regarding additional compensation equivalent to 36 times of the basic pay of a Cabin Crew are to remain unchanged. A technical pay of Rs. 30/- per month is to be paid to masons and plumbers with effect from 1st March 1971.

There is to be also an appreciable increase in the lay-over allowance for the cabin crew. The existing rule in regard to the retirement age for air hostesses has been revised giving them greater benefit. The settlement is also beneficial to the cabin crew in respect of annuity for medically unfit cabin crew. Similarly the provision in respect of flight and duty time limitations provisions in respect of Special Sick Leave and transfer to out-stations are also fair and beneficial to the workmen.

The ACEU has, in return, given up a number of demands and agreed to avail of the privilege leave only with prior permission and on not more than three occasions in a financial year. There are other provisions relating to privilege leave which have been agreed to between the parties. The Union has also agreed that the workmen shall perform all duties which are incidental to their main duties and conceded the necessity of measures of rationalisation consistent with Tripartite Resolutions of the Indian Labour Conference and the management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency to reduce costs and to step up its productivity in the larger interests of the employees, Corporation and the country. The Union has agreed to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to the passengers and the public. Besides this the Union has agreed to cooperate fully and whole-heartedly with the Management in maintaining discipline, increasing efficiency and improving productivity. The Union has also agreed to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on special holidays, such as death of a V.I.P., to the discontinuation of the grant of substitute day off to the workmen working in shifts detailed on over-time duty in continuation of the normal duty period when such normal duty period is followed by a rostered off-day. It has also agreed to the various other useful demands of the management in respect of shifts and shift system. The agreement is to remain in force till the 31st March 1973.

I have briefly mentioned the main provisions of the settlement. They clearly show that the settlement is just and fair and beneficial to both the workmen and the Corporation. The ACEU has also shown a good spirit in entering into this agreement which is likely to improve the overall standards of efficiency, reduce cost and step up the productivity "in the larger interests of the employees, Corporation and the country", as mentioned in the agreement itself.

The 5th Settlement filed on 16th February 1972 is in respect of the non-technical categories of workmen in the following existing scales of pay:

- (i) Rs. 325-20-385-25-560-40-640.
- (ii) Rs. 385-25-560-40-720.
- (iii) Rs. 485-25-560-40-720-50-870.

and is in full and final settlement of the Union's Charter of Demands and the demands of the management set out in the Order of Reference dated the 2nd November, 1970 insofar as the same relate to

the above mentioned categories of workmen. It is further stated in the Settlement that the scale of Rs. 325-20-385-25-560-40-640 has already been inter-linked with the scale of Rs. 150-10-200-15-245-20-385-25-510 in terms of the Settlement signed between the parties on 2nd June 1971 and that the parties agree that the service conditions arising out of note 5 below para 1 of Section III of the Settlement dated the 1st February, 1967 in respect of the scale of Rs. 325-20-385-25-560-40-640 and the Settlement dated the 31st January, 1968 in conciliation between the parties in regard to implementation of note 5 is to become inoperative forthwith. The scale of Rs. 325-20-385-560-40-640 is, however, to be allowed as personal to the present incumbents in this scale as on date. But for purposes of seniority and other terms and conditions of service, they are to be deemed as having merged with the workmen in the interlinked scale of Rs. 150-10-200-15-245-20-385-25-560-40-640. The Settlement also says that there is to be no change in the existing scales of pay of Rs. 385-25-560-40-720 and Rs. 435-25-560-40-720-50-870 and that the union drops and gives up its other demands in respect thereof. All the workmen, in the three scales mentioned above are to get a Special Allowance equivalent to 15 per cent of their emoluments which at present count at 'Pay' for the purpose of Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the minimum of Rs. 80/- per month. They are also to get transport allowance, washing allowance, flying allowance and meal allowance in accordance with the terms of the Settlement. These provisions are clearly beneficial to the workmen.

Regarding recruitment and promotion, it is agreed that vacancies in the Officers Grade (Grade 10/12) in the Commercial Department to which workmen of the ACEU category are eligible for appointment will hereafter be filled up on the following basis:

By promotion (as per the existing Recruitment and Promotion Rules)—30 per cent.

By selection from within the workmen in employment—30 per cent.

By open recruitment from outside at which the workmen in employment will also be eligible to compete.—40 per cent.

The rest of the clauses of this Agreement, i.e. Clauses 7 to 20 and 22 to 25 are similar to the clauses 15 to 32 of the Agreement between the ACEU and the Management dated 10-1-1972. As mentioned in that connection, the various clauses of the Settlement are just and fair and the Settlement is beneficial to both the workmen and the management. It is also likely to be in the interest of efficiency, reduction of cost and stepping up of productivity in the larger interest of workmen, management and the nation as a whole. This Settlement is to remain in force till 31st March, 1973.

I have not the slightest hesitation in accepting this Settlement and the earlier Settlement of 10-1-1972. An Award in respect of the categories to which the Settlements relate is made in terms of these Settlements which will form part of the Award.

There was also a Settlement dated 25-12-1971 between the Indian Airlines and the Indian Aircraft Technicians Association (here-in-after called the IATA) in Reference No. 5 of 1970. In respect of the category of aircraft technicians included in Reference No. NIT-1 of 1970 and NIT-5 of 1970, the terms of this Settlement insofar as they relate to the workmen's demands as referred in both the References i.e. NIT-1 of 1970 and NIT-5 of 1970, are acceptable to the ACEU vide Shri M. K. Ramamurti's statement dated 18th January 1971.

This Settlement covers the Aircraft and Plant Technicians in the Engineering Workshop of the Indian Airlines in the following existing scales of pay:—

1. Rs. 245-510.—Technicians
2. Rs. 325-640.—Senior Technicians.

3. Rs. 410-770.—Chargehands Examiners.  
4. Rs. 460-920.—Foremen, Senior Examiners.

The existing scale of pay of Rs. 245-510 applicable to Technicians and the existing scale of Rs. 325-640 are to be interlinked to constitute the scale of Rs. 245-20-385-25-560-40-640. This is clearly beneficial to the Technicians.

Senior Technicians in the existing scale of Rs. 325-640 are to be placed in the revised scale of Rs. 385-25-560-40-720-50-770 with effect from 1st March, 1971. This increases appreciably both the minimum and the maximum of the pay scale of Senior Technicians and is thus beneficial to them.

The existing scale of pay of Rs. 410-770, applicable to Chargehands and the existing scale of pay of Rs. 460-920, are to be interlinked to constitute the scale of Rs. 410-25-560-40-720-50-920. This is also advantageous to the Chargehands.

The Examiners in the existing scale of Rs. 410-770 are to be placed in the revised scale of Rs. 460-25-560-40-720-50-920 with effect from 1-4-1969. This is beneficial to the Examiners, inasmuch as it increases the minimum and the maximum of their pay scale and also places them in the present scale and also places them in the present scale of Foremen and Senior Examiners with retrospective effect. Those of the Examiners/Senior Examiners who possess the Approvals prescribed by the Corporation in this behalf are to be re-designated as Inspectors and placed in the revised scale of Rs. 640-40-720-50-1170. Such of those who do not possess these approvals will be required to obtain them in three chances or within a period of 14 years whichever is earlier from the date of the Settlement. In case they obtain these approvals, they are to be re-designated as Inspectors from the date they obtain the approvals and placed in the revised scale of Rs. 640-1170 retrospectively from 1-3-1971. Such Examiners/Senior Examiners who are unable to obtain such approvals on the expiry of 1½ years from the date of the Settlement are to be re-designated as Chargehands and placed in the scale of Rs. 410-920 with protection of pay. Simultaneously, the designation of Examiner/Senior Examiner is to be abolished and the respective scales of pay would cease to operate. This is clearly beneficial to Examiners/Senior Examiners who possess the approvals prescribed by the Corporation or obtain them within the period specified in the Settlement. Even those who are unable to obtain these approvals are to be given the protection of their present pay.

Foremen in the existing scale of Rs. 460-25-560-40-920 are to be placed in the revised scale of Rs. 640-40-720-50-1170 with effect from 1st March, 1971. This is clearly beneficial to them.

The pay and dates of increment in the case of workmen will remain unchanged except in the case of those drawing less than the minimum of the revised scales, whose pay will be fixed at the minimum of the revised scale and in such cases the next increment will fall due on 1-4-1972.

Future appointments to the cadre of Inspectors are to be made by selection on the basis of merits and subject to the candidate passing the necessary examination and obtaining approvals prescribed by the Corporation from time to time.

A cadre of Inspector-A is to be created in the scale of Rs. 750-50-1000-100-1200. Appointments to the cadre of Inspector-A will be made by selection on the basis of merit and subject to the candidates passing the necessary examinations and obtaining approvals prescribed by the Corporation from time to time. The Settlement also fixes revised rates of Dearness Allowance.

A special allowance of 15 per cent of the emoluments which at present count as pay for the purpose of Employees Provident Fund Regulations subject to a minimum of Rs. 80 per month is also to be allowed to the workmen. It is to be paid effect from 1-4-1969. Similarly, all workmen are to get a Transport Allowance

of Rs. 35/- per month with effect from 1st April, 1969 except that the Foremen and Inspectors in the scale of Rs. 640-1170 and Inspectors 'A' will be given a Transport Allowance of Rs. 50/- per month.

Workmen provided with uniforms are to get Washing Allowance @ Rs. 8/- per month with effect from 1st March, 1971.

The existing rate of Driving Allowance of Rs. 20/- paid to such of the workmen as are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, is to be revised to Rs. 30/- per month with effect from 1st March, 1971.

The existing rate of Radio Telephone Allowance of Rs. 20/- month being paid to Radio Technicians and to Technicians who are working in the Radio Overhaul Shop holding R.T. Licence and whose licence is utilized by the Corporation, is to be raised to Rs. 30/- per month with effect from 1st March 1971.

Workmen flying on duty to outstations to rectify snags, carry out routines, etc. with effect from 1st March, 1971 are to be paid a Flying Allowance of Rs. 5/- per hour for every hour spent in Flight calculated to the nearest hour.

Inspectors 'A' are also to get a Technical Pay of Rs. 100/- per month.

Workmen covered by this Settlement, if and when, assigned an independent charge of an outstation and required to sign Transit 'A' in addition to their normal duties, are to be paid an allowance of Rs. 75/- per month with effect from 1st March, 1971 for the period of such posting.

The workmen when required to enter the Fuel Tanks of the aircraft for carrying out repairs, are to be paid Rs. 7/- per day by way of Bad Environment Allowance.

Although the Approval Allowance is to be discontinued with effect from 1st March 1971, the existing employees who are in receipt of Approval Allowance on the date of this Settlement are to be given suitable protection to ensure that there is no drop in their emoluments.

Meal Allowance is also to be revised from the date of the Settlement.

These provisions regarding Allowances in the Settlement are clearly beneficial to the workmen.

Section II of the Settlement, from clauses 14 to 30, deals with the Demands of the Management. Under clause 14, the IATA agreed that the privilege leave is to be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion is not to be less than 6 days at a time. Privilege leave can also be availed of in excess of the three occasions mentioned above on grounds of self-sickness alone provided that the sick leave has been fully exhausted and the leave application is supported by a medical certificate from a registered medical practitioner and, if the leave is in excess of two days, by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances, where privilege leave has to be availed of on more than three occasions because of unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave is to be at the discretion of such authority.

Rules regarding privilege leave are an important part of rules for increase in productivity which form part of Demand No. 1 of NIT-1 of 1970.

The ACEU has not agreed to this demand. But the provisions in respect of privilege leave are fair and reasonable. In the demand mentioned in the Management's Written Statement, more stringent provisions

were claimed, but the Settlement makes it more liberal. Privilege leave is not to be treated as though it is casual leave otherwise it would lead to considerable amount of absenteeism which interferes with productivity and accelerates the problem of increased overtime. On ground of self-sickness the Settlement permits privilege leave to be availed of in excess of three occasions when sick leave has been fully exhausted. But it is right that in such a case of leave the application should be supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days, the certificate should at least be countersigned by the Medical Officer of the Corporation. It can also be availed of under the Settlement on more than three occasions in special circumstances for unforeseen reasons other than sickness and in that case an immediate report has to be made to the sanctioning authority, and it is but reasonable that the grant of such leave should be at the discretion of such authority.

I agree with the Management that these provisions of the Settlement are fair and reasonable and the Management's demand in respect of privilege leave should be allowed in the same terms as agreed to between the IATA and the Management in their Settlement dated 23-12-1971.

The question of over-time is an important part of Rules for increase in productivity and has been dealt with as Item No. (4) of Demand No. 1 in the Management's Written Statement in this Reference. The IATA has agreed in the Settlement that the workmen shall accept termination of overtime at any time depending on the extent of work. Detailing of staff on overtime will be decided by the Sectional/Divisional head depending on the extent and nature of work. No overtime allowance/substitute time off will be admissible in respect of workmen who may be detailed for duty owing to exigency of Corporation's work on special holidays, for instance, celebration of centenary, death of a V.I.P. etc. The grant of a substitute day off to workmen when detailed to work on overtime in continuation of their normal shift duty, when such normal shift duty is followed by a rostered day off is to be discontinued.

The demands of the management in its Written Statement in respect of over-time were much more stringent than what has been agreed to between the IATA and the Management. The ACEU objects even to these provisions. I do not find it possible to agree with the ACEU on this point. It is necessary for the employees to work overtime in air-transport industry in cases of emergency like delay, dislocation, cancellation of services, emergent overhauling or maintenance, repair of aircraft, etc. It would not be correct for the workmen to insist on such occasions that the entire shift be detailed for the whole period of the next shift even though the number of workmen required for overtime or hours of work for which overtime is required is not such as to employ all the men for the entire shift. Moreover, it is likely to create a vicious circle resulting in the next shift being put on overtime.

I would therefore, agree with the Management that the provisions mentioned above and as contained in the Settlement between the IATA and the Management are fair and reasonable and this part of the agreement be accepted as a whole and for this Reference also.

In consideration of the workmen accepting the terms of the Settlement as set out in Sections II and III, the Corporation has agreed in the Settlement to pay the following amounts by way of Productivity/Flexibility Allowance with effect from 15th January, 1972:

To Technicians/Sr. Technicians.—Rs. 35/- per month.

To Chargehands.—Rs. 40/- per month.

To Inspectors/Foremen.—Rs. 50/- per month.

In view of this, it was but reasonable for the Association to drop and give up its demands pertaining to

dearness allowance, Technical Pay, Qualification Pay, Shift Allowance, Outstation Allowance, House Rent Allowance, Hardship Allowance, Working Hours, Licence Fee, Outstation Posting, Children Education Allowance, Overtime Allowance, Group Medical Scheme, Insurance Coverage and Special Leave.

The workmen also agreed that no demand which is either dropped or omitted from this Settlement involving financial commitment on the part of the Corporation will be made during the pendency of the Settlement. The workmen further agreed to observe constitutional means and to eschew agitational steps and/or concerted action or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various Sections/Departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to the passengers and the public. The workmen further agreed to cooperate fully and whole-heartedly in maintaining discipline, increasing efficiency and improving productivity. They also agreed to certain provisions regarding shift system and split duty and overtime which are really concerned with the rules of productivity. It was agreed between the IATA and the Management that the introduction of any shift pattern and shift timings will be first discussed at Superintendents level and in case of no agreement, will be discussed with the Chief Engineer who will give his decision. If there is any disagreement with the Chief Engineer's decision, the workmen can represent to the Regional Director for a final decision. The Corporation may also introduce alternate night shift, unbalanced shift, etc. subject to no workman being made to work for more than 44 hours in a week as at present. The composition of the shift strength and spread over has to be decided by the Shift Incharge/Sectional Head/Divisional Head. The workmen shall accept rostered unbalanced shift and there shall not be any stipulation as regards the minimum strength etc. The application of this will be entirely left to the Shift/Section Incharge. It is not necessary that the shift system be uniform for all departments. The Chief Engineer is to have the authority to introduce any improved shift system. If the time of arrival/departure of an aircraft happens to fall during the rest/meal/tea intervals, the workmen shall first attend to the aircraft and thereafter avail of rest/meal/tea intervals. The change of shift can be effected normally by giving a notice of one week except in emergency.

The demands of the Management under Demand No. 1(2) of their Written Statement in respect of Shift System were more stringent. The provisions of the Settlement are more liberal. The ACEU objects to these provisions. I find myself unable to agree with the ACEU. In formulating the shifts in order to utilise the manpower economically and efficiently, it is necessary to have unbalanced shifts, for instance, increased or decreased manpower in each shift depending upon the workload etc. With the introduction of new type of aircraft and with the phasing out of existing aircraft, unforeseen problems are likely to arise in the matter of scheduling of services and maintenance and overhauling of aircraft engines. Even without these additional problems, periodical revision of service schedules is required which has a direct bearing on the shifts in the Commercial, Engineering and other Departments. It is therefore, but reasonable that the provisions of the Settlement which have been agreed to by many of the technicians who are members of IATA, should be accepted as a whole for this Reference also.

The demand regarding split duty is sub-item (3) of Demand No. 1 in the Management's Written Statement. These demands are more stringent than what has been provided for in the Settlement between the IATA and the Management. The Settlement provides that whenever necessary a workman may be called

upon to work in split duty, but the spread-over thereof is not to exceed 12 hours. The maximum duty period for staff working 44 hours per week is not to exceed 6½ hours per day for a workman who is called for duty twice a day and 5½ hours when he is called on duty for more than twice a day. In case where a workman is called upon to perform duty more than once in a day, he is to be provided with transport from his normal place of residence to his place of work and back for the second and subsequent portion of the split duty or in the alternative be eligible for transport allowance of 50 paise per round trip for second and subsequent portion of split duty. In case of hardship at some outstations, the matter may be referred to the Regional Director for his decision on enhanced rate of transport allowance. The discretion to provide transport allowance as provided herein in lieu of transport is to vest solely with the Corporation.

I do not agree with the ACEU's objections against these provisions. The split duty is normally applicable to outstations. At many stations there is not sufficient work for employees for continuous and useful employment in one continuous shift. It is also likely that arrival and departure of aircraft though few in number, are spread over a longer period. For instance, the first service may land in the morning and the second in the evening. For the optimum utility of workmen, it is necessary that duties are carried out in split shifts.

In the case of overtime the number of workmen and period for which they are to work is to be decided by the Shift Incharge and Sectional Head/Divisional Head of the Department at their discretion. Even in the rostered shifts, any shift fall in strength would be a matter for decision of the shift-in-charge. It would not be binding on the shift-in-charge to maintain shift strength by keeping staff on overtime and no workman is to refuse to work over-time when called upon to do so. At outstations where the services are not scheduled to touch daily, overtime wages are to be payable only when the total number of hours worked by a workman exceed 44 in a week or where the total number of hours worked by a workman during a day exceed 9 hours. In cases of normal shift workers, the number of workmen required to work on a holiday and the period of such work is to be at the discretion of the Corporation. If a workman rostered for duty on an afternoon shift (except the last afternoon shift which is followed by a night shift) works overtime for the whole of the following night shift, he is to be allowed a compensatory day off. If any workman rostered for duty on the last afternoon shift (which is followed by a night shift) is required to work overtime for the whole of the night shift, he shall report for work at the scheduled time in the following night shift. If a workman rostered for duty on the morning shift (except the last shift which is followed by an afternoon shift) works overtime for the whole of afternoon shift, he shall report for work in the following morning shift, at the expiry of 11 hours from the close of such afternoon shift. If, however, a workman rostered for duty on the last morning shift (which is followed by an afternoon shift) works overtime for the whole of afternoon shift, he is to report for work at the scheduled time in such afternoon shift. A workman who works overtime otherwise than for a complete shift is to be allowed a rest of 11 hours after the termination of such overtime work and before he resumes his normal work thereafter.

For all these reasons I consider it proper that the provisions regarding split duty agreed to by many of the technicians who are members of the IATA should be accepted as a whole for the present Reference also.

Sub-Item (7) of Demand No. 1 in Management's Written Statement, deals with deductions for late attendance and unauthorised absence for a part of the duty and absenteeism. Provisions in the Settlement between the IATA and the Management are as follows:

- (a) In case of late attendance upto 10 minutes on a day, upto maximum of 4 times in a

calendar month, no deduction in wages shall be made thereof;

- (b) Any late attendance upto 30 minutes subject to the provisions of sub-para 1 hereof, shall be deemed to be absence for 30 minutes for the purposes of deduction of wages;
- (c) A workman reporting late in excess of 30 minutes on any day shall be liable to be disallowed from attending duty. Provided, however, in case of public emergency such as riots, curfew, natural calamities resulting in mass dislocation of system of public transport, the Departmental Head, on receiving the request in writing from the workmen concerned, may allow them to join duty even on late attendance in excess of 30 minutes, and such workmen shall not be entitled to any wages for the period of lateness, rounded to the next half an hour. Provided further that in cases covered under the proviso hereinafore the Regional Director may in his discretion authorise wages for such late attendance, where he is satisfied that sufficient extenuating circumstances exist.
- (d) The workmen while leaving the work for medical attendance or for attending work not connected to his main work shall leave only with prior permission of his Sectional Head/Shift-in-charge through an appropriate system of passes prescribed by the Corporation in this behalf.
- (e) The workmen shall report at the workshop ready for work at the start of the shift activities. Similarly, the workmen are not to stop work before the actual break-up takes place.

The ACEU objects to these provisions. I do not agree with the ACEU. For improvement, efficiency and punctuality, it is absolutely essential that timings in an industry, particularly an air-transport industry should be strictly adhered to by the workmen. We find that in the Statement of the Management there is a proposal that late attendance only upto 5 minutes on a day with a maximum of four times in a calendar month should be ignored for the deduction of wages. The Settlement has increased the period from 5 minutes to 10 minutes.

There is then no reason for not accepting these provisions as a whole in this case also when they have been agreed to by a great number of technicians who are members of the IATA.

The *ad hoc* payment of Rs. 40 per month which is being made to the workmen under Staff Notification No. D. Pers/57, dated the 28th March, 1970, is to be adjusted in its entirety against 'Special Allowance' payable to the workmen under this Award, and the *ad hoc* payment of Rs. 40 is to be discontinued thereafter. The interim payments made to the workmen pursuant to the order of this Tribunal, dated the 14th October 1971 are to be adjusted in their entirety against payments to be made under this Award towards Special Allowance, Transport Allowance and Washing Allowance respectively and such interim payments shall be continued thereafter. These *ad hoc* and interim payments have to be adjusted against the amounts awarded now and it is also provided in the Settlement of 23rd December 1971 between the IATA and the Indian Airlines.

There are various other clauses of the Settlement of 25-12-1971 dealing with Reporting Relationship, Performance of Incidental Duties, Training Approvals, Welders and Inspectors, Class Room/Practical/on-the-job Training, Transfers/Rotation, Standard Timings for Jobs, Rationalisation Measures, Flexibility of work and Surveillance Inspection, which need not be considered in this Reference as there are no demands of the management in respect of them. They can neither be allowed nor rejected in this case. This will



not matter since the award given by me today in respect of Reference No. NIT-3 of 1970 will bind the parties to the Award including workmen of the categories covered by that Award even though they are not members of the IATA.

Although I have dealt with the demands of the ACEU in respect of the technicians covered by the Settlement of 25-12-1971 in some detail, it would be more convenient to place that Settlement on record as Annexure-1 of this Award. This is particularly necessary because as already mentioned, the learned counsel for the ACEU accepted the terms of that Settlement in so far as they relate to the workmen's demands even in this Reference. Terms of the Settlement are also accepted otherwise and will operate as part of this Award in the light of the observations in the preceding para.

This disposes of the dispute between the Indian Airlines and their workmen on merits.

Before dealing with the demands of the ACEU against the Air-India, we may consider the legal pleas raised by the parties regarding the Reference. In para 16 of the Rejoinder the Air-India pleaded that Check Air Hostesses, Assistant Chief Air Hostesses, Check Flight Purser, Assistant Chief Flight Purser, in-flight supervisors, Deputy Chief Air Hostess and Deputy Chief Flight Purser are not workmen and that the demands in respect of these categories are beyond the jurisdiction of this Tribunal. It was further pleaded by Air-India that the demands not included in the Charter of Demands submitted by the ACEU to the Air-India were beyond the jurisdiction of this Tribunal and so were the ACEU's demands covered by the respective Charters of Demands but enhanced in the ACEU's Statements of Claims. The Air-India also contended that the ACEU's demands not mentioned in the Order of Reference were beyond the jurisdiction of the Tribunal. The Air India contends that categories of aircrafts technicians, plant technicians, painters, carpenters, tailors, senior technicians, welders with two licences, chargehand, senior welders, inspectors and Foremen could only be represented by the IATA and not by the ACEU who could not consequently make any demands on their behalf. The question of re-classification of the categories of workmen is, according to the Air India Corporation, beyond the jurisdiction of this Tribunal. The ACEU challenged these pleas of Air-India. They also raised the following other pleas.

The reference in respect of the demands of Air-India and Indian Airlines was, according to the ACEU, bad in law on the ground that such demands were not made by the Corporation and rejected by the workmen before the Order of Reference. It was also alleged that the managements' demands related to management functions and were consequently beyond the jurisdiction of this Tribunal.

Parts I & II of the Schedule attached to the Order of Reference No. NIT-1 of 1970 were treated as Issues 1 and 2 and the following 8 additional Issues were framed:

- (3) Are the categories of employees mentioned in para 16 of the rejoinder of Air-India and the Chief Cabin Attendant mentioned by the Indian Airlines in their supplementary rejoinder, workmen under the Industrial Disputes Act? If not, are the demands in respect of these categories beyond the jurisdiction of this Tribunal?
- (4) Are the demands not included in the charters of demands submitted by the ACEU to the Air-India and the Indian Airlines beyond the jurisdiction of this Tribunal?
- (5) Are the demands of ACEU covered by the respective charters of demands but enhanced in the ACEU's statement of claims beyond the jurisdiction of this Tribunal?

- (6) Are the demands of ACEU not mentioned in the Order of Reference beyond the jurisdiction of this Tribunal?
- (7) Whether the ACEU is competent to represent the categories mentioned at page 41 of the Air-India's rejoinder and make demands on their behalf?
- (8) Is the question of re-classification of any category of workmen beyond the jurisdiction of this Tribunal?
- (9) Whether the Reference in respect of the demands of Air-India and Indian Airlines bad in law on the ground that such demands were not made by the two managements and rejected by the workmen before the Order of Reference as alleged by the ACEU in its rejoinder?
- (10) Are the demands of the two managements beyond the jurisdiction of this Tribunal on the ground that they relate to management function, as alleged by the ACEU?

Parts I and II of the Schedule attached to the Order of Reference No. NIT-2 of 1971 were treated as Issues 1 and 2 and the following additional issues (3) and (4) were framed in that case:

- (3) Are (i) Senior Check Flight Purser, (ii) Check Air Hostess, (iii) Deputy Chief Air Hostess, (iv) Deputy Chief Flight Purser, and (v) Flight Supervisor not workmen as alleged by the management?
- (4) Is the Reference bad as alleged by the ACEU? If so, its effect.

We may consider these additional issues before dealing with ACEU's other demands.

Issues 9 and 10 of NIT-1 of 1970 and 4 of NIT-2 of 1971:

The ACEU's contention is that the Management did not make the demands which have been referred to this Tribunal. It is also contended that the demands of the Management relate to management function and cannot form subject matter of industrial adjudication. Both the contentions are without substance.

The Air-India's demands are included in the points suggested for increasing efficiency and productivity which was sent along with a letter to the Secretary of the ACEU by Shri M. S. Chaturvedi, General Manager of the Air-India on 28th October, 1969. For instance, the three items of Issue No. 2 are covered by clauses 16.1, 16.4 and 16.6 of the Points suggested for increasing efficiency and productivity. The ACEU cannot take up the position that these demands have not been rejected by them when they have not been accepted by them for about two years. As for the second contention, the Union has been disputing the management's right in respect of the matters comprised under the said demands. The management's contention is that if the Union pleads that these are management's functions this Tribunal may declare that the management of the Corporation is entitled in its own discretion to have such pattern of scheduling (namely slip system/temporary/permanent posting within duty and flight time limitations) as it thinks fit from time to time, to assign such duties and functions to the three category of cabin crew as it might think fit, with full authority and discretion as regards interchangeability of job allocations and of functions and duties of the different categories of cabin crew and to effect from time to time such interchanges of job allocations and of functions and duties as it might think fit, and to direct Cabin Crew to conduct meal and liquor services in the aircrafts even while it is on the ground. Even for making such a declaration this

Tribunal will have to go into the question whether it is a management function or not.

Shri Vimadalal stated on 25th January, 1972: "The subject matter of demand under No. 16.6 in Annexure 'D' of the Rejoinder of the Air India to ACEU's Written Statement, is a management function and beyond the jurisdiction of this Tribunal." Shri M. K. Ramamurti for the ACEU stated: "I accept this position". Item 16.6 refers to item No. 1 of Part II of the Schedule of the Order of Reference in N.I.T.-2 of 1971. In view of this Statement this demand is held to be beyond the jurisdiction of this Tribunal.

As for the other two demands in part 2 of N.I.T.-2 of 1971 I do not consider them to be beyond the jurisdiction of this Tribunal. I agree with Shri M. K. Ramamurti that ordinarily every part of the administration can be said to be a management function, but whether it is such a management function as would take the matter entirely out of the jurisdiction will depend on the facts of each case. The question of interchangeability of functions and service of meals on ground are so much connected with the work of the workmen that any dispute regarding them cannot be said to be one which is not an industrial dispute. They are, therefore, matters which cannot be said to be beyond the jurisdiction of this Tribunal when a demand had been specifically raised, and has been hotly disputed in arguments before this Tribunal.

In respect of the Indian Airlines, the ACEU's contention is that the demands of the Indian Airlines were not made by the management and rejected by the workmen before the Order of Reference. This contention is also without force. Exhibit B-47 gives the demands of the Indian Airlines management on the ACEU. They are very detailed demands. For instance, Annexure 'A' dealing with rules for increase in productivity covers the various points raised in the Written Statement of the Indian Airlines and all those which have been mentioned by me above in connection with the Settlement between the Indian Airlines and the IATA dated 25th December, 1971. These demands were sent to the General Secretary of the ACEU by a letter dated 13th September, 1969. It is clear that the demands were not accepted. Even if the ACEU did not reply to this letter sent more than a year before the Reference, the ACEU cannot take shelter behind the plea that demands had not been made to them and rejected by them. Nor is it correct in Industrial Disputes to construe the pleadings too technically and in a pedantic manner. They have to be considered fairly and reasonably. This is evident from the fact that Section 36 of the Industrial Disputes Act provides that in a proceeding before a National Tribunal a party to a dispute may be represented by a legal practitioner with the consent of the other parties to the proceedings and with the leave of the Tribunal. In other words, not only the consent of the Tribunal but also the consent of the other parties to the proceedings is necessary before a legal practitioner for a party can appear before a Tribunal. This clearly shows that the Written Statements and replies need not be drafted by a legal practitioner. They are, therefore, likely to suffer from all the defects of a bad draft by one who is not a legal practitioner.

In Tandur and Navandgi Stone Quarries (Private) Ltd., Basheerabad, Andhra Pradesh and their workmen: 1964 (1) LLJ-737, Gajendragadkar, J. speaking for the Supreme Court, observed:

"In industrial adjudication, tribunals are naturally reluctant to apply the law of pleadings in all its strictness . . ."

So, the mere fact that no reference to the Indian Airlines Charter of Demands has been made in their Written Statement does not mean that the demands by the management were not made. Similarly, the

Supreme Court has held in Indian Express Newspaper case: 1962 (II) LLJ-227 (at 234) that "Even in respect of the wordings of a Reference, it should not be construed in too technical and in a pedantic manner but fairly and reasonably."

There have been Settlements between the ACEU and the Air-India and the Indian Airlines. So, the ACEU did not press this plea of theirs in respect of these categories, covered by those Settlements. The Indian Airlines did not make different demands in respect of different categories of aircraft technicians. The same principle should, therefore, apply to these technicians. But many of the items covered by the IATA's Agreement with the Indian Airlines are not to be found in the demands mentioned in NIT-1 of 1970. The ACEU rightly contends that these demands cannot be considered under NIT-1 of 1970, that is, they can neither be allowed nor rejected.

All the allowances, as alleged in paras 3 to 6 were also accepted in respect of other categories in the Settlement between the ACEU and the Indian Airlines, and so the objections in respect of these allowances were not pressed by the ACEU. They, however, pressed at first their objections in respect of allowances in paras 7 to 13. But on 18th November, 1971 Shri M. K. Ramamurti Counsel for the ACEU, accepted the terms of the Settlement dated 25th December, 1971 between the Indian Airlines and the IATA in so far as they related to the workmen's demands as referred in NIT-1 and NIT-5 of 1970. There is, consequently, no question of pressing the objections in respect of Allowances and Technical Pay in paras 7 to 13.

While dealing with the Settlement between the IATA and the Indian Airlines dated 25th December, 1971 in detail. I have dealt with paras 14 to 33.6 of this Settlement. We have found that demands in respect of paras 14, 21, 33.1, 33.2, 33.3 and 33.4 are covered by the various items of Demand No. 1 in the Indian Airlines' Written Statement in this Reference. Nor can they be said to be management functions of such a nature as would take them out of the scope of adjudication. On the other hand, they are matters which have often been the subject matter of disputes between the management and the workmen and it is but proper that they should be considered in this adjudication and cannot be said to be beyond the jurisdiction of this Tribunal. There being no demands of the Management in respect of paras 15 to 20, 22, 33(5), 33(6) of the Settlement of 25th December, 1971 in NIT-1 of 1970, they only are, as mentioned by me earlier, not to be considered in the adjudication of this case.

I find these issues accordingly.

*Issue No. 3 of NIT-1 of 1970 and of NIT-2 of 1971.*

The Air India in its Rejoinder in both the cases took the plea that Check Air Hostess, Check Flight Purser (or Senior Check Flight Purser), Assistant Chief Air Hostess, Assistant Chief Flight Purser, Flight Supervisor (now Inflight Supervisor), Deputy Chief Air Hostess and Deputy Chief Flight Purser are not workmen. Similarly, the Indian Airlines contended that the Chief Cabin Attendant is not a workman.

It was agreed on 18th January, 1972 by Shri S. Vimadalal, counsel for the Air-India, that he does not challenge that Check Flight Purser and Check Air Hostess are workmen. It applies to Senior Check Flight Purser also, because there is no difference between the Check Flight Purser and Senior Check Flight Purser. It is also not disputed that the posts of Assistant Chief Air Hostess and Assistant Chief Flight Purser do not exist now. We are, therefore, concerned now under this Issue only with the categories of Inflight Supervisor, Deputy Chief Air Hostess and Deputy Chief Flight Purser and the Chief Cabin Attendant.



The contention of the Air India is that the duties of Inflight Supervisor, Deputy Chief Air Hostess and Deputy Chief Flight Purser are supervisory. It is now well-settled that designation alone is immaterial and that what is material are the duties. In considering the duties we have also to consider whether or not the main functions are supervisory in character. In *Ananda Bazar Patrika (Private) Ltd. Vs. Its Workmen* (1969-II L.L.J. 670), the Supreme Court held:

"The principle which should be followed in deciding the question whether a person is employed in a supervisory capacity or on clerical work is that if a person is mainly doing supervisory work but incidentally or for a fraction of the time, also does some clerical work, it would have to be held that he is employed in a supervisory capacity, and, conversely, if the main work done is of clerical nature, the mere fact that some supervisory duties are also carried out incidentally or as a small fraction of the work done by him will not convert his employment as a clerk into one in supervisory capacity."

Earlier, in *South Indian Bank Ltd. Vs. V. A. Chacko* (1964) 5 S.C.R. 625, the Supreme Court held:—

"We can find no mistake in the approach of the Labour Court to the question nor can we see any justification for interfering with its conclusion on the evidence in the case. All the relevant documents produced have been duly considered by the Labour Court in the light of oral evidence given; and on such consideration it has come to the conclusion that though on paper certain rights and powers were assigned to him and occasionally he acted in the place of the Agent when the Agent was absent, such duties did not form part of his principal and main duties."

It is thus clear that we have to see what is the main or substantial work which the person is employed to do. If it is supervisory, he would be a supervisor even though he may be doing some technical, clerical or manual work also. If, on the other hand, the supervisory work is incidental to the main or substantial work of any other type, the employment would not be in a supervisory capacity. These principles were laid by the Supreme Court in *Burmah Shell Oil Storage and Distribution Company of India Ltd. Vs. The Burmah Shell Management Staff Association and Ors.* 1970(II) LLJ-590. Let us consider the case of the three categories mentioned above in the light of these principles.

The ACEU's own witness, Shri Minoo Wadia (W.W. 19) states that he is in overall charge of the inflight service and the cabin crew. He further states that when he attends office, he has to scrutinise the flight reports and, in case of passenger's complaint, the circumstances under which the passenger concerned and find out the circumstances under which the passenger concerned complained. Although he cannot issue any charge-sheet, he can verbally ask for exploitation. He states further that he does not fly as a Flight Purser but as an Inflight Supervisor. He was sent for three or four weeks special training in Bombay. According to him, this training is not given to the Flight Purser but was given with a view to enabling him to perform his supervisory functions better. He admits that the functions which he performs as Inflight Supervisor are different from those of the Flight Purser. On 747 aircraft, he allocates the position of the cabin crew. It is not his duty to handle Bar sales account. The Inflight Supervisor writes his own flight reports on 707 aircraft as well as 747 aircraft. On 747 aircraft, the reports of the Flight Purser are countersigned by the Inflight Supervisor and it is the Inflight Supervisor's report which goes to the Commander. After going through the flight reports of the Flight Purser and Inflight Supervisors he has also to put in his comments before passing them on to the higher officer. It is for the Inflight

Supervisor to ask for explanation from the cabin crew regarding any item which are found short. The Inflight Supervisor can also write letters to outside agencies like a bank on behalf of Customer Service for the purpose of accepting foreign currency. This is an administrative work. So is the Inflight Supervisor's work on committees to suggest ways and means to effect economy and to conduct inflight time and motion studies. He also issues circulars to show changes in the procedure if required. These are also administrative duties. The rest are supervisory. He has specifically admitted that the chief purpose of appointing an Inflight Supervisor is to supervise. It is thus clear from statement of ACEU's own witness that the main function of the Inflight Supervisor is supervisory. There may be other incidental duties but that would not change the nature of the work.

Exhibit A-13 is the correct list of duties and responsibilities of the inflight Supervisor, admittedly given to him when he was appointed. Item No. 3 of this is a long list giving a number of duties which show that they are all administrative duties. Item No. 2(i) is to supervise and co-ordinate the work of cabin crew and ensure the maintenance of proper discipline among them. Item No. 3(iii) is to ensure that the cabin crew comply with all Customs Immigration formalities at various airports and complete and hand over necessary documents to the authorities concerned prior to boarding the aircraft and after landing. Item 2(iv) is to supervise the quality, quantity and presentation of meals, inventory loading and servicing of galleys, cabins and toilets, adherence to laid down procedure for the embarkation and disembarkation of passengers. Item 4(A) is to check that the cabin crew are fully aware of the meal schedules, flight entertainment schedules, special handling requests and other necessary route information. Item 4(B) is to ensure smooth and efficient flight service by coordinating work of the cabin crew on board and towards this end, allocate stations of work to cabin crew, and enforce laid down procedures pertaining to flight announcements and also service in the cabins, sales and service of wines, liquors, cigarettes, headsets and other items operation of movies and distribution of passenger amenities and to provide guidance to the cabin crew in the discharge of their functions as and when necessary. Sub-item (C) provides for ensuring compliance of Commanders' instructions; Sub-item (D) for ensuring that all members of cabin crew conform to the laid down rules and regulations; particularly to those pertaining to discipline, turnout and appearance. Sub-item (E) provides for ensuring that reports on deficiencies in respect of meal and liquor service and recorded in the flight reports. Sub-item (F) provides that all uplift instructions are followed by the cabin crew and reports are made in the flight reports on excesses, shortages with reference to the passenger loads, diet details and the laid down qualities of uplift. Under Sub-item (G), an Inflight Supervisor has to ensure that meal services are conducted as per laid down schedules. In 747 aircraft, the Inflight Supervisor has, under Sub-item (H) to rearrange cabin crew positions in accordance with passenger loads and the doors used for embarkation and disembarkation. Under Sub-item (J), he has to attend to passengers' complaints personally, if necessary, and to ensure that passengers' individual needs and requirements are ascertained by the crew and satisfied, and to ensure that service on request is available to passengers throughout the flight and that special attention is paid to the requirements of VIPs, CIPs, invalids, unaccompanied minors, etc. In case of urgent matters, he has to make personal reports under item 5 to the Commercial Manager-Customer Service or any other Officer nominated by him.

The duties mentioned in items 2, 3, 4 and 5, out of the 6 items, are supervisory. Item No. 6 specifically says that he can also undertake such other duties

related or incidental to the working of the Cabin Crew Division as may be assigned to him from time to time by the Commercial Manager, Customer Service. Thus, the other duties are only incidental. This shows that Shri Wadia did not admit the supervisory nature of his duties by mistake but was telling the truth, as shown by Exhibit A-13 also. To the same effect are the statements of AMW-4, 7 and 8. We need not, however, detain ourselves with the statements of these witnesses in view of the clear admission of Shri Wadia (WW-19) and Exhibit A-13. So, an In-flight Supervisor is, clearly a supervisor.

Shri U. P. N. Rayan (AMW-7) states that during his period of office as Chief Flight Purser (Operations and Administration), there was one Deputy Chief Flight Purser working under him. According to Shri Rayan, the Deputy Chief Flight Purser supervises preparation of posting rosters, coordinates plans and ensures execution of the same, supervises the crew scheduling section and the Cabin Crew, selects cabin crew for VIP flights, special handling of invalids, minors, etc., investigates into the complaints, calls for explanations and scrutinises and recommends whatever action is necessary, undertakes the duties as In-flight Supervisor when he is scheduled on flights co-ordinates with the Stores Department and official tailor for the issuance of uniforms to Purser and Assistant Flight Purser and ensures that the cabin crew conforms to the laid down regulations and discipline etc. The Deputy Chief Flight Purser also gives instructions regarding the change of currency regulations, draft circulars regarding Cabin Crew Division, completes the Assessment Forms and the Probationers' reports based on the Check Reports or the Check Reports made by himself in respect of Flight Purser and Assistant Flight Purser and on the basis of these Check Reports confirmation of probationers and annual appraisal of their work is based. He has not been shaken in cross-examination. His statement clearly shows that the Deputy Chief Flight Purser's duties are supervisory. It is also evident that there is only one Deputy Chief Flight Purser in the Air India, and his duties, as deposited by Shri Rayan, are clearly supervisory.

As for the Deputy Chief Air Hostess, we have the Statements of AMW-6 and AMW-7 on the point. AMW-6 is Miss Jerro Dastur, Deputy Chief Air Hostess. She says that on flights she submits appearance reports on the hostesses. She also sees that the work is conducted efficiently on flights and also conducts check flights. The Check report is submitted to the office and the girl in question is debriefed by another Deputy Chief Air Hostess as regards her shortcomings and if this was a confirmation check, Deputy Chief assigned to the office duty for that month recommends confirmation or extension of probation. The reports submitted by Check Hostesses also come to the Deputy Chief Air Hostess, and here again she has to de-brief the hostess as regards her shortcomings, either across the table or by means of a letter. She has also filed a number of personal appearance reports, Exhibits A-37, A-38, A-39 and A-40. These are supervisory duties. Then, she has to do a number of administrative duties on ground. The reports on probationers made by the Chief Air Hostess or Deputy Chief Air Hostess are submitted to the Personnel Department and if the girl is not confirmed after her first period of probation she is given an extension and a second report is submitted. Exhibit A-45 is such a report on probation signed by a Deputy Chief Air Hostess. She makes the assessment by going through the file checking her progress, i.e., checking reports submitted about the probationer by the Deputy Chief Air Hostess. These reports contain questions of progress, ability, enthusiasm, time-keeping, general conduct and remarks and recommendations. The termination of probation or

extension of confirmation is dependent upon the report of the Deputy Chief Air Hostess. Exhibit A-44 is such a report. These are administrative duties. They have also to undertake supervisory flights and office duties regarding general administration. The Deputy Chief Air Hostess sits on the preliminary and final interview board for the selection of candidates for the post of air hostesses. She has to call for explanations for passenger complaints and recommends action if necessary. These are administrative duties. On explanation she checks to see how many previous complaints had been made against the air hostess in particular. If it is her first fault she is just given a caution letter, if it is a second fault she gets a warning letter, if the fault has occurred more than twice or thrice, then deduction of Efficiency Bonus is recommended. These duties are administrative as well as supervisory.

If it is found that a mention has been made in a flight report which is not very clear, the Deputy Chief Air Hostess calls the girl concerned to clarify the position before she takes any further action. Preliminary selection of uniforms is done by the Chief Air Hostess and the Deputy Chief Air Hostess. It is either the Chief Air Hostess or Deputy Chief Air Hostess who authorises issuance of uniforms and hand-bags to the Air Hostesses. It is the Deputy Chief Air Hostess who writes to the girls concerned to go for the medical check-up.

All these duties clearly stated by Miss Dastur are administrative duties. Thus, the duties of a Deputy Chief Air Hostess are both administrative and supervisory. Even if there are some incidental duties of a workman which she performs, that would not change the supervisory and administrative character of her duties. She was not shaken in cross-examination and I do not see any reason to disbelieve her.

There is no evidence on behalf of the workmen worth the name to show that the duties of the In-flight Supervisor, Deputy Chief Air Hostess and Deputy Chief Purser are not supervisory.

According to Section 2(S), the term workman does not include a person who is employed mainly in a managerial or administrative capacity or one who, being employed in a supervisory capacity, draws wages exceeding Rs. 500 per month.

All these three categories of employees draw more than Rs. 500 per month and their duties being supervisory and administrative, their case is beyond the jurisdiction of this Tribunal.

Similarly, Chief Cabin Attendant in the Indian Airlines performs supervisory duties and her case is also beyond the jurisdiction of this Tribunal.

I find Issue 3 in both the cases Nos. NIT-1 of 1970 and NIT-2 of 1971 accordingly.

Issue No. 4 of NIT-1 of 1970.

In view of the settlement entered into by Air-India only the cases of Cabin Crew and Senior Technicians (Transport Department) are left for consideration under this issue. So far as they are concerned, all of their demands are covered by the ACEU's Charter of Demands. In fact, in respect of the Senior Technicians also, Shri Vimadlal stated on 24-1-1972 that the management concedes that the grade of Senior Technicians in Transport, Commercial and Stores Section should be Rs. 385-25-560-10-720-50-770. No part of ACEU's demand is, therefore, beyond the jurisdiction of the Tribunal. I find this Issue accordingly.

Issues 5, 6, 7 and 8 of NIT-1 of 1970:

In view of my finding on Issue 4, these Issues do not arise now. As for the Technicians, it is not denied that at least some Technicians are members

of the ACEU even though many others are members of the IATA. We cannot, therefore, dismiss the ACEU's demands in respect of them summarily as beyond jurisdiction.

Now I shall deal with the cases of the Cabin Crew and Driving Allowance for Motor Mechanics of the Air India.

Issue No. 1 of 1970:

Item No. 1—Scales and Grades of pay:

There have been a number of agreements in the past in respect of wage fixations:

- (i) The agreement of 1949. Then it was a Public Ltd. Company. Thereafter, there was nationalization in 1953 but no change in the conditions of service.
- (ii) Agreement of 1.4.59 between the ACEU and the Management regarding benefits, for instance leave, etc. Major demands were agreed to be referred to arbitration. An interim relief of Rs. 5/- per month was granted with effect from 1st April, 1959 by Staff Notice issued by the Corporation on its own. The Arbitration Award was set aside by the Bombay High Court. On 9-5-60, there was a Settlement between the parties. This Settlement was given effect to from 1-1-59 and was to remain in force upto 9-5-63. Under this Agreement there was a revision in the pay scales and dearness allowance. The increase in the minimum was of Rs. 25 per month, including Rs. 5 granted by way of interim relief and the increase in the maximum was of Rs. 37 per month. But the ACEU contends that even this increase in the total emoluments was not available to all the existing employees of the Corporation as the benefits of revision in the pay scales was merely fitted in, in the revised pay scales and their basic salary was not adjusted on point-to-point basis.
- (iii) Then there was the Agreement of 13-11-61 on the interpretation of the earlier agreement.
- (iv) On 21-6-64, and interim relief of Rs. 15—25 per month was given. On 8-7-64, a Charter of Demands for Cabin Crew was submitted. On 25-7-64 a National Industrial Tribunal, presided over by Shri G. D. Khosla, Retired Chief Justice Punjab High Court was constituted to adjudicate the demands of the employees.
- (v) On 30-12-64, ad hoc increment was granted to the employees getting less than Rs. 650 per month.
- (vi) On 21-2-66, Khosla Award was published. By this Award, a portion of Dearness Allowance was merged and pay-scales and Dearness Allowance were accordingly revised. There was also adjustment from stage to stage. There was, however, considerable dissatisfaction after the Award with the result that on 22-7-66 and 21-10-66, there were Settlements. By the Settlement of 21-10-66, the life of the Khosla Award was also increased by two years.
- (vii) In July, 1969, the ACEU submitted a new Charter of Demands to the Air India. Negotiations continued for about one year and the dispute was referred to Conciliation Officer on 6th September, 1970. In the meantime, the managements of the Air India and the Indian Airlines by Staff Notifications announced an ad hoc increase of Rs. 40 per month with retrospective effect from 1st April, 1969 to be adjusted against any Settlement or Award on the above Charter of Demands. Attempts at conciliation failed and

ultimately the Dispute in respect of both the Corporations was referred to this Tribunal.

- (viii) On 21-10-71, an application for interim relief to Cabin Crew was presented. On the date this application came up for decision, a statement was made by the parties that the matter had been settled outside and no orders of the Tribunal on the application for interim relief were necessary and that it was without prejudice to their respective contentions before this Tribunal.

The contention of the ACEU is that the financial position of the Air India has improved considerably. The operating profits in 1970-71 were Rs. 4.53 crores as compared to Rs. 3.84 crores in 1963-64. The current assets of the Air India have also increased from Rs. 27.01 crores in 1963-64 to Rs. 69.08 crores in 1970-71 and the net worth from Rs. 33.84 crores in 1963-64 to Rs. 61.23 crores in 1970-71. The total reserves according to Exbt. C-62 p. 16, were in 1970-71 Rs. 29.68 crores while the total depreciation written off was, as shown at p. 15 of Exhibit C-62, Rs. 30.07 crores. Exhibit C-63, Explanatory Notes and the Annual Accounts for 1970-71 show at p. 19 that the total additional burden during 1970-71 arising from agreements with respective unions and associations is Rs. 178.90 lakhs. The average increase per staff per month under the agreement still to be finalised in the case of Cabin Crew is given as Rs. 269. The balance sheet showing net profits of Rs. 4.53 crores takes account of this. The contention is that there is a discrimination between the increase given to the operating crew of 24.5 per cent while the increase for others, including the cabin crew is only 14.4 per cent. The argument is that by the agreement (Exhibit C-26) with Pilots, they have been granted an increase of 24 per cent and that the Cabin Crew belong to the same category and should be given similar increase. Reference is also made to the agreement between the Indian Airlines and their Cabin Crew dated 10-1-72 and it is contended that the pay-scales of Flight Steward, which was Rs. 385—770, has been revised to Rs. 385—920 and that of the air-hostess from Rs. 385—770 to Rs. 485—770 and that after Khosla Award, increments were granted twice to Junior Officers giving higher salaries to categories lower than that of the Flight Purser. It is also contended that there has been increase in the duties of the cabin crew as stated by W.W. 23 to W.W. 25 and W.W. 27. In this connection reference is also made to Exhibits C-29, C-27 and C-72 showing that there were more varieties and a greater number of items to be served by the Cabin Crew. The additional duties imposed include a new system of table-setting recently introduced. It is also alleged that there has been increase in the cost of living since 1969, the rise going upto 80 per cent. On these grounds, increase in the pay-scales of the cabin crew has been demanded by the ACEU. They demand that the pay-scale of Assistant Flight Purser should be Rs. 485—25—560—40—720—50—870 and that of the air-hostess, flight purser, check flight purser and check air hostess should be Rs. 680—40—720—50—1170.

As against this, the contention of the management is that the year 1969-70 was financially unfavourable for the airlines industry throughout the world. Decline in the net profits before tax was aggravated by increase in direct costs of operation of the older type of Boeing 707—437 aircraft, steep fall in emigrant traffic to the U.K. because of the restrictions imposed by that country, increased burden of interest and other costs on the loans for Boeing 747 aircraft and a heavy increase in the wages and operating cost over the last 4 years. It is also mentioned that the financial outlook for the international air transport industry in the immediate future is not a bright one.

The severe recession in the United States, the world's greatest source of air traffic, has had repercussions throughout the world and appreciably affected the load factors of most of the airlines, including those of the Corporation. The Air Transport industry deals in one of the most costly and ephemeral products in the world and the carrying capacity of an airline becomes a total loss if unsold by the time the relevant flight takes place. Even if there is some increase in passenger and cargo traffic, the additional revenue received therefrom may be more than off-set by the additional expenditure and costs. The decreasing trend in profits and profitability will continue in the next few years.

As for the salaries, the management points out that the existing grades are Rs. 485—770 for Air Hostess and Rs. 485—870 for Flight Purser, that the grade as now demanded is fantastically high and extravagant, there being an increase of Rs. 195 at the minimum of the grade and of Rs. 400 at the maximum of the grade for Air Hostesses and of Rs. 300 at the maximum of the grade for Flight Pursers. The management also contends that there has not been any increase in duties of the Cabin Crew.

It is true that the Air India is not running at a loss. The Chairman's statement dated August 19, 1971 in Exhibit C-62 shows that the immediate and short-term prospects are unfavourable. The long term prospects, on the other hand, remain, according to him, "bright", for there can be little doubt about the tremendous traffic growth potential to and from India in the years to come and of Air India's capacity and competence to carry its fair share of such traffic. The demand for increase in the pay-scales is, however, not justified inasmuch as in the pay-scale plus Dearness Allowance of Air Hostess, there had been an increase of 14 per cent in the minimum and of 18 per cent in the maximum by Khosla Award in 1966 as compared to their pay-scale prevailing before the Khosla Award. In the case of pay-scale and Dearness Allowance of Flight Purser, the increase was 14 per cent in the minimum and 15 per cent in the maximum as compared to what they were getting prior to the Khosla Award. Both these categories were also to get Rs. 50 per month as Jet Allowance. This was a very substantial increase as compared to what the Cabin Attendants were getting in 1963-64. In fact, in the Indian Airlines, a sister organisation, the Cabin Crew were in the scale of Rs. 385—770 only while the Air Hostess of the Air India and the Flight Purser both started at Rs. 485. It is only by the Settlement of 10-1-1972 that the pay-scale of an Air Hostess in the Indian Airlines has been brought on par with that of the Air India. The pay-scale of Flight Steward in the Indian Airlines now is Rs. 385—920. An Assistant Flight Purser of Air India is in the scale of Rs. 385—25—535. Since Flight Pursers start as Assistant Flight Pursers in Air India, they take four years to get to the minimum of the scale of Flight Purser i.e. Rs. 485. Thus there is no difference in the pay-scales of the Cabin Crew proposed to be given by the Settlement of 10-1-72 in the Indian Airlines and what is being given at present in the Air India except that the Flight Steward there corresponding to Flight Purser in Air India would go upto a maximum which is higher than the maximum of the scale of Flight Purser in Air India by Rs. 50 i.e. one increment after Rs. 870. It is but reasonable that the maximum of the Flight Purser in Air India should also be raised of Rs. 920. The work of the Cabin Crew in the two sister organisations being similar except when they are flying on Jumbo Jet and when they go out of India there should be parity in their pay-scales.

By the Settlement of 10-1-72 the Indian Airlines has also given a Special Allowance of 18 per cent over their emoluments which count as 'Pay' for the

purpose of Employees Provident Fund Regulations, 1955. It is but fair and reasonable to give this additional amount to the Cabin Crew of the Air India also. But since there is no specific demand for Special Allowance as such, I would give the Cabin Crew who are workmen an additional Special pay equivalent to 18 per cent of their emoluments which at present count as 'Pay' for the purpose of Air India's Employees Provident Fund. This benefit of Special pay should accrue with effect from 1st March, 1971. Agreeing to give the scale demanded by the ACEU is likely to cause an unjustifiable heavy burden on the Corporation. One must not forget that besides their pay and dearness allowance, the Cabin Crew are getting efficiency bonus, jet allowance, overseas operations allowance, laundry allowance and language allowance adding up to a total emolument which cannot be said to be low by any standard. The increase demanded would also disturb the parity in pay scales which has now been brought about by the Agreement of 10-1-72 between the ACEU and the Indian Airlines. So far as the question of their work in Jumbo Jet or their lay-over outside India or their temporary postings outside India are concerned, they will be considered separately under the relevant heads.

I do not consider it necessary to raise the maximum of the Air Hostess's scale to that of Flight Purser.

W.W. 23 to W.W. 25 and W.W. 27 have spoken of the increase in the work load. As against this, we have the statements of AMW-4, AMW-6 and AMW-7 which show that there has not been any appreciable increase in the workload so far as 707 aircraft is concerned.

Except for the Additional Special pay of 18 per cent of the emoluments mentioned above and increase in the maximum of the scale of the Flight Purser to 920, no increase in the existing pay-scales is called for.

I find this item (1) of Issue No. 1 accordingly.

Item No. 2:

The ACEU has claimed an increase in the Dearness Allowance as follows:

- (i) On first slab of 200 of basic salary.—4 per cent of basic salary for every rise or fall of 4 points.
- (ii) On 2nd slab of Rs. 200 of basic salary or part thereof.—3 per cent of the additional basic pay over Rs. 200 for every rise or fall of 4 points.
- (iii) On 3rd slab of Rs. 200 of basic salary or part thereof.—2 per cent of the additional basic pay over Rs. 400 for every rise or fall of 4 points.
- (iv) On balance amount of basic salary.—1 per cent of such balance amount of basic pay for every rise or fall of 4 points.

We find, however, that in the Settlements of 18-3-71 and 23-6-71 entered into between the Air India and the ACEU, the ACEU has dropped its demand for Dearness Allowance. In the case of technicians the IATA has also in effect dropped its demand in respect of Dearness Allowance. In the Settlement of 25-12-71 also between the Indian Airlines and the IATA, the demand pertaining to Dearness Allowance has been dropped. Thus we find that the workmen and the ACEU have been dropping their demand in respect of Dearness Allowance in respect of most of the workmen in Air India and the Indian Airlines after they had got by Settlement a special allowance of 15 per cent for categories other than Cabin Crew. There is then no reason for allowing a change in respect of Dearness Allowance to the Cabin

Crew, for whom I am proposing an additional Special Pay of 18 per cent of their emoluments as mentioned above. The ACEU in its Settlement dated 10-1-72 in respect of Cabin Crew did not press for any change in the rate of dearness allowance. It is also likely to have repercussions on other categories of workmen both in Indian Airlines and the Air India. No change in the dearness allowance in respect of Cabin Crew of Air India is, therefore, necessary.

I find this item accordingly against the workmen.

*Item No. 3—Outstation Allowance:*

The ACEU claims £9 per day as Outstation Allowance or one similar to the First Officer, whichever is higher. Exhibit A-3 is a Supplementary Memorandum of Settlement between the ACEU and the Air India dated 21-10-66. By this, the daily outstation allowance of £3.10 admissible on temporary posting to places outside India, Pakistan and Ceylon was raised to £4 per day. On 22-9-71 there was an agreement between the Air India and Line Pilots, fixing the outstation daily allowance of Co-Pilots at £5.40 per day for London and 16.60 Rupees for Moscow.

The Management contends that under the agreement of 21-10-66, the Cabin Crew were already getting an outstation allowance of £4 per day on temporary postings and an additional increment of 50 Pence per day has been allowed by way of Interim Relief given to them. This, according to the management, is more than sufficient.

Shri Lazar (WW-24), ACEU's own witness, stated at first that he was spending £24 per week on rent, £1 per day on food, £4 per week on electricity and miscellaneous expenses and £9 per month over laundry expenses. Later on, under cross-examination, he admitted that he was paying only £12 per week as rent. This is about half of what he had stated earlier, since he was sharing the apartment and was paying only half the rent. It will, thus, be evident that £4.50 per day is sufficient for outstation expenses during temporary postings. It is not at all necessary that the Cabin Crew should stay in the same class of hotels or accommodation during their temporary postings as the Co-Pilots getting much higher pay do. The Cabin Crew can take a less expensive accommodation during their temporary postings. I do not consider it necessary to increase the outstation allowance which is adequate. It should continue as £4.50 per day.

I find this Issue accordingly against the workmen.

*Item No. 5—House Rent Allowance:*

The ACEU demanded that the Air India should be directed to pay 15 per cent of the basic pay as house rent allowance subject to the minimum of Rs. 30 per month since it is difficult to get accommodation on any reasonable rent these days.

The Management, on the other hand, contends that the house rent demand was made for all the categories of the employees and that the ACEU, by their agreement dated 18-3-71, dropped it for the lower categories. They again dropped it in respect of other categories by their agreement of 23-6-71. In their Settlement with the Indian Airlines Corporation dated 2-6-71 also, they dropped this demand.

In the IATA's agreement dated 29-3-71, this demand for house rent allowance was dropped. IATA's settlement with Air India dated 22-9-71 also dropped this demand. The Pilot's Agreement dated 22-9-71 too dropped this demand. In the agreement of 10-1-72 between the Indian Airlines and the ACEU in respect of Cabin Crew also, this demand has been dropped. In respect of the settlement of 25-12-71 between the Indian Airlines and the IATA where this

demand was dropped, Mr. M. K. Ramamurti has stated that he accepts the terms of that Settlement on behalf of the ACEU also insofar as the ACEU's demands are concerned. Thus, in all the Settlements, this demand for house rent has been dropped by the ACEU itself. Justice Khosla also rejected in his Award the demand for house rent. With respect, I agree with his views on the point. As pointed out by the Learned Counsel for the management, if we allow this demand in respect of the Cabin Crew of the Air India, it will have a general repercussion on other categories in respect of whom this demand has been specifically dropped.

As we have already seen, the Cabin Crew are already getting sufficiently high pay. It is true that some of the top officers of the management have succeeded in getting a very heavy amount by way of ment. But this will not outweigh the other considerations already mentioned and the demand for house rent allowance in the case of the Cabin Crew of the Air India has to be rejected.

I find this item against the workmen.

*Item 7—Children Allowance:*

The ACEU demands Children Allowance/Education Allowance @ Rs. 20/- per month per child upto Higher Secondary standard, Rs. 25/- per month per child after High Secondary standard and Rs. 40/- per month per child studying in Degree Course/Engineering Diploma/Medical Course. In addition to monthly allowance, they also demand Rs. 150/- per child per year studying upto Higher Secondary standard, Rs. 200/- per child beyond Higher Secondary standard and Rs. 250/- per child, studying in Degree/Diploma Course. Their demand is on the lines of the Reserve Bank of India. But the allowance paid there is Rs. 10/- per child.

The Air India opposed this demand and contends that the wage structure is fixed on the basis of three consumption units that it takes into account the education expenses also and that consequently, education allowance cannot be regarded as a separate item of a worker's emoluments and is not justified. Without prejudice to this the management alleges that the Corporation has a scheme of Study grants for its employees' children and about 300 such grants are given every year. In the housing colony, the Corporation has also provided free of charge a building for running a school for its employees' children and has provided furniture too required for the school. The school itself is run by an Association formed by the employees. In addition to providing the building and furniture free of charge the Corporation provides also materials and equipments required for study and makes liberal grants-in-aid whenever any funds are required by the school.

This demand was rejected by Mr. Justice Khosla. There is no justification for allowing it now. The ACEU dropped this demand in its Settlements dated March 18, 1971 and June 23, 1971 with Air India in respect of other categories of the employees. There is no special justification for allowing it in the case of Cabin Crew.

I find this item against the workmen.

*Item 4—Resettlement Allowance:*

The ACEU demanded Resettlement Allowance of Rs. 600/- and Rs. 700/- upto basic pay of Rs. 400—749 for unmarried and married employees respectively and Rs. 700/- and 800/- for basic pay above Rs. 750/- for unmarried and married employees respectively. It is claimed that this allowance should be paid in advance on transfer (voluntary or otherwise) from one Station to another in India, Pakistan and Ceylon.

The contention is that the rates fixed in the year 1961 are inadequate. No cogent argument has been advanced for raising this allowance.

The Air India contends that the Resettlement Allowance fixed in 1961 is not inadequate and there is no case for any increase in the Resettlement Allowance and that the increase asked for is fantastically high and extravagant.

The demand for Resettlement Allowance in the case of other employees was dropped by the ACEU in its Settlements with Air India of March 18, 1971 and June 23, 1971. The Resettlement Allowance fixed in 1961 was Rs. 200/- for employees drawing a salary between Rs. 500/- and Rs. 700/-. No Resettlement Allowance is payable to employees drawing a salary above Rs. 700/-. It is true that the cost of living has gone up. But on this point it would not be correct to increase every allowance. The cumulative effect of an all round increase in every allowance would be to cripple the Air India's finances. There is no reason to make an exception for the Cabin Crew. The demand is, therefore, rejected.

I find this item against the workmen.

#### Item 6—Conveyance Allowance:

There is no case for giving increase in Conveyance Allowance for the Cabin Crew because we have already allowed 3% Special pay over and above the Special pay of 15% of the emoluments granted to other categories. In the Settlement dated January 10, 1972 between the ACEU and the Indian Airlines in respect of Cabin Crew, the demand for Conveyance Allowance was not pressed except for the Deputy Chief Air Hostess and the Deputy Chief Flight Steward.

I find this item against the workmen.

#### Items 8 and 26(v)—Washing Allowance/Laundry Allowance:

The Air India is, at present, paying Laundry Allowance to the Cabin Crew at the following rates:

- (i) Flight Purser and Air Hostesses.—Rs. 25/- per month.
- (ii) Assistant Flight Purser.—Rs. 20/- per month.

The ACEU contends that these rates were fixed in 1968 without any rational basis and that they are so inadequate that it is not possible to get the uniforms dry-cleaned within the amount paid by Air India and that in some cases outside India, like England, U.S.A., Middle-East, drycleaning charges are exorbitant. Consequently, they claim laundry allowance at the rate of Rs. 100/- plus £ 5 per month for Crew members based in India and £ 10 per month for Crew Members based abroad. Similarly, a demand in the Indian Airlines was made to raise the Laundry Allowance to Rs. 100/- per month.

The Management on the other hand, contends that every employee is expected to be cleanly and tidily dressed and similarly, Cabin Crew are also to see that uniforms which they wear are clean and tidy. Normal wages of an employee take care of this aspect and the payment of any separate or additional Laundry Allowance is really not at all necessary. The Management, however, as a sort of a special concession to the Cabin Crew started giving them a Laundry Allowance. But it was never intended that the Laundry Allowance was to meet the entire laundry expenses of the Cabin Crew. It was only a special concession given to meet a part of the laundry expenses. There is a liberal supply of uniforms to the Cabin Crew who save considerably on their personal clothing, because they wear Corporation's uniforms while on duty. So, even if the laundry expenses are more than the amount of the laundry allowance, the excess amount

is more than compensated by the saving achieved in respect of their personal clothing. A member of the Cabin Crew, on an average, makes 6 flights in a month and having regard to this, it is contended by the Management that the laundry allowance paid by the Corporation is quite sufficient to meet the laundry expenses. There are other employees like Traffic Officer, Receptionist etc. who are also required to be smartly turned out in their uniforms. But the Traffic Officers are not paid any laundry allowance and the Receptionists are paid a much less amount by way of washing allowance.

I agree with the management that the laundry allowances are not meant to meet the entire laundry expenses. What is being paid as laundry allowance is by way of a concession to the Cabin Crew to meet a part of the laundry expenses. The Cabin Crew in the Indian Airlines have agreed by their Settlement dated January 10, 1972 to only Rs. 25/- per month for Air Hostesses and Rs. 20/- per month for the Flight Steward. There is no reason to allow a higher laundry allowance to the Air India's Cabin Crew than what is being given at present. It is true that the Air India's hostesses have also to fly outside India and that the laundry charges there are exorbitant. But, as pointed out by the management, there is a liberal supply of uniforms, and considering the average number of flights a month, the laundry allowance paid by the Corporation is not at all insufficient to meet the laundry expenses. W.W. 23 to W.W. 25 spoke of the high expenses over laundry. The higher charges on laundry are not seriously disputed by the management. But, as pointed out by Miss Dastur (AMW-6), when she goes abroad, she carries a travel-iron with her and irons her clothes herself. Those posted temporarily outside India are given £ 4.50 per day as Outstation Allowance. As we have seen, this is a sufficiently high figure and if we take it along with pay and other allowances, the emoluments of the Cabin Crew are sufficiently high to enable them to meet the high laundry charges abroad. It would, however, be reasonable to make payment of the laundry allowance of Rs. 25/- per month or Rs. 20/- per month, as the case may be, in foreign exchange when they are posted abroad temporarily. No increase in the Laundry Allowance is, therefore, called for.

I find this item accordingly.

#### Item 9—Driving Allowance:

In respect of Driving Allowance, the only relevant category is that of Senior Technicians in the Transport, Commercial and Stores Sections. There are only 5 or 6 such workmen.

The ACEU's contention is that by taking additional duties of driving by non-driving employees, the Corporation saves a substantial amount which it would otherwise be required to spend on employing additional drivers for driving these vehicles. Moreover, driving duties involve extra workload, strain, skill, hazards which must be compensated by the payment of regular Driving Allowance.

As pointed out by the Air India, no appreciable extra work load, strain, skill or hazard is involved when they have occasionally to drive the vehicles, and no driving allowance is called for. The demand is, therefore, rejected.

#### Item 10—Graduate Allowance:

The demand of Graduate Allowance has been given up by the ACEU in its Settlements of March 18, 1971 and June 23, 1971 in respect of the categories covered by those Settlements and there is no reason why it should be allowed in the case of other categories including Cabin Crew. It is, therefore, rejected.



*Item 11—Machine Allowance:*

Even in the Written Statement, the ACEU did not claim any Machine Allowance for the Cabin Crew and there is no question of allowing it.

*Items 12 and 13—Cash Handling Allowance, Duty Allowance:*

There is no question of allowing Cash Handling Allowance to the Cabin Crew. The demand in respect of it has been given up in the two Settlements mentioned above in respect of the categories covered by those Settlements and this demand was not seriously pressed even in the case of Cabin Crew. It is, therefore, rejected.

The same is the position with regard to Duty Allowance.

*Item (21)—Insurance:*

The ACEU demanded the increase of the Insurance Coverage to Rs. 65,000/- and it was contended that in the case of Pilots it was raised from Rs. 65,000/- to Rs. 70,000/-. In the Settlement dated January 10, 1972, between the Indian Airlines and the ACEU regarding the Cabin Crew, the amount Insurance has been increased to Rs. 42,000/- in respect of the Cabin Crew with the proviso that the rules regarding additional compensation equivalent to 36 times of the basic pay of Cabin Crew would remain unchanged. On 25-1-72, Shri Vimadlal, on behalf of Air India, also agreed to increase the amount of Insurance on the same lines as those of the Indian Airlines Corporation, i.e. Rs. 42,000/- plus 36 times the basic pay. No further increase in the Insurance coverage is called for.

The demand is decided accordingly.

*Item 22: Retirement age:*

The ACEU contends that age of retirement of air hostesses should be fixed at 45 instead of 30 or 35 as at present; that this demand for increase in the age or retirement is in accordance with Geneva Convention and that the bar of marriage on air hostesses should be removed.

The Air India's contention is that the nature and underlying object of the job of an air hostess requires that their age of retirement should be kept at 30 as at present. It has also been pointed out that after 30, the General Manager of the Corporation has the discretion to extend the age of retirement of an air hostess by one year at a time till she reaches the age of 40 years. As for the retirement on Marriage, the Air India's contention is that it is necessary and a desirable provision as otherwise after marriage they will not be able to fulfil adequately the main purpose of their employment.

W. W. 26, Shri M. R. Shaw, stated that there are other Airlines in which air hostesses continue even after marriage, but when asked further he admitted that he had not come across any married air hostess serving in any airlines. His Statement is therefore a hearsay. Shri Jimmy Palkhiwala, W.W. 27 gave an instance of one hostess, who is working in Lufthansa as Chief De Cabin and that she was married to a Purser from Lufthansa. We find, however, that in the ACEU's Settlement with the Indian Airlines dated January 10, 1972 the following rule has been specifically provided for:

"An air hostess shall retire from the service of the Corporation on her attaining the age of 30 years or when she gets married, whichever is earlier. The General Manager may, however, retain in service an unmarried air hostess up to the age of 40 years".

There is no reason to have a different provision regarding the air hostesses in Air India. The social conditions in Europe and elsewhere are different from the social conditions in India. The work of an air hostess involves running hither and thither and flying at the same time. In case of an air hostess, her appearance, glamour and weight are important. The working hours are also odd. She has to walk up and down the aisles and has to be away from home for a number of days at a time. All this will not suit an Indian married woman and also places the category of an air hostess on an entirely different level from all those employed in a pharmaceutical concern. The principles underlying the decision in Bombay Labour Union Vs. International Franchises (Private) Ltd.: 1966 (1) LLJ 417 cannot be applied in the case of air hostesses. The work of an air hostess is more arduous. It seems, however, reasonable that the present practice of restricting the extension beyond 30 years to one year at a time need not be a part of the rules. The rule regarding extension of service in the Settlement between the ACEU and the Indian Airlines of January 10, 1972 is better worded and it should be adopted by the Air India also in its entirety. It enables the General Manager to give extension for periods longer than one year at a time, if he considers it proper. The bar of retirement on marriage should remain.

There is no mention of retirement age in the Charter of Demands for male members of the Cabin Crew. So, at the most, it could be said that the only demand is that of 60 years as mentioned in the general Charter of Demands of the ACEU and this demand of retirement age has been dropped in the Settlements of March 18, 1971 and June 23, 1971 between the ACEU and the Air India. In the Settlement of ACEU with Indian Airlines of January 10, 1972 there is no mention of any increase in the retirement age of other categories of the Cabin Crew and general para 16 of this Settlement would apply to the dropping of this demand regarding retirement age of 60 years. Thus, the only change which the Air India has to make in respect of this demand regarding retirement age is to adopt the revised rule mentioned in the Settlement of the ACEU with the Indian Airlines dated January 10, 1972 in so far as air hostesses are concerned.

*Item 26(i)—Efficiency Bonus:*

The existing Efficiency Bonus of Rs. 50 per month for the Cabin Crew is liable to be withheld totally or in part for a specified period if, in the opinion of the competent authority, an employee concerned has committed any irregularity in or breach of flight procedure or has shown lack of responsibility or if his or her services are otherwise found unsatisfactory. The ACEU demands that this bonus should be raised to Rs. 100 per month and stated that the Efficiency Bonus for Pilots is Rs. 200 per month and that for Jet Commanders Rs. 375 per month. The contention is that with the introduction of larger and speedier and more complicated aircrafts the pressure of work on the Flight Crew as well as the Cabin Crew both has increased and consequently, the Efficiency Bonus of the Cabin Crew should also be increased. Moreover, the condition, as in the case of Flight Crew of withholding only half of the Efficiency Bonus at any one time should be adopted in the case of Cabin Crew also.

Exhibit C-26, the Agreement between Air India and the Line Pilots, dated 22nd September, 1971 provides that out of the Efficiency Bonus only half will be liable to be withheld. Shri M. B. Singh, (W.W. 23) states that this Efficiency Bonus is subject to reduction entirely at the discretion of the management to the extent of the complete amount and for any amount of time, that the employee is hardly given an opportunity to justify his case and that the amount is withheld on flimsy and

whimsical grounds. But it is admitted by him in cross-examination that the employee either by means of a letter or by verbally reading of the report to him is asked to give his explanation. At least this much is always done. Miss Shirin Majai, W.W. 25 stated that sometimes vegetarian meals fall short and the vegetarian passengers insist that by hook or crook they should be given the vegetarian meal. She states that because of this, air hostesses had received blue-notes and efficiency bonus had been withheld even though the management had been offered an explanation that it was beyond the control of the air hostess and that she had done her utmost. Shri M. R. Shah (W.W. 26) stated at first that an explanation was not always called for from the employee concerned before the efficiency bonus was withheld. He had, however, to admit under cross-examination that he could not mention any case in which bonus of a cabin crew was withheld without calling for an explanation.

As against this, we have the statement of Miss Dastur (A.M.W.-6), who is a Deputy Chief Air Hostess and who says that explanation is called for from the air hostess concerned and it is seen whether the explanation is satisfactory or not. If the explanation is not satisfactory she is only given caution letter to be more careful in future in case of her first fault; on the second fault, she gets a warning letter and on the third, deduction of efficiency bonus is recommended. She also states that whenever there is a mention in the flight report, no action has been taken on the complaint of a passenger against any air hostess. This was the practice laid down to her by the Chief Air Hostess and also told her orally. She says that there were two instances in which mention was made in the flight report and she did not take any action against the air hostess.

There is not the slightest doubt that it is not possible to call the passenger concerned to find out whether the complaint made against the air hostess was justified or not. It is also true that explanation is called for from the cabin crew before any action is taken against the person concerned, and it is in the interest of efficiency and good service that whenever an explanation is not satisfactory action may be taken against the person. I am not, however, satisfied that it is correct to withhold the entire efficiency bonus when a proper enquiry cannot be made in the very circumstances of the case because the passenger cannot be called. In the case of operating crew where it is possible to hold an inquiry and an inquiry is very often held, it has been agreed to by the management that only half of the efficiency bonus will be liable to be withheld. In the case of air hostesses then when a fulledged enquiry cannot be held, it would not be correct to withhold the entire efficiency bonus. A rule, similar to the one agreed upon in the case of operating Crew is called for and not more than half of the efficiency bonus should be liable to be withheld.

As for the amount of efficiency bonus payable to Cabin Crew, there is a world of difference between the duties and responsibilities of operating crew and a cabin crew. Although the cabin crew have also to maintain a high standard of efficiency, it cannot be said that their task has become more onerous with the introduction of jet aircraft. The scales of pay have been increased and they are also given a jet allowance. No increase in efficiency bonus is, therefore, justified in the case of Cabin Crew and their demands in this respect are rejected except that not more than half the efficiency bonus should be liable to be withheld.

#### *Item 26(ii)—Jet Allowance:*

The present rate of jet allowance is Rs. 50 per month. The A.C.E.U. claims that it should be not less than 50 per cent of the starting basic salary of the respective category of the cabin crew concerned. It cites examples of the First Officer and the Commander

in respect of the high amount of Jet Allowance which they are getting. The ACEU relied on the statements of W.W. 23, W.W. 24 and W.W. 26-27. Shri Jimmy Palkhiwala (W.W. 27) even went to the extent of saying that he has suffered from Spondilosis as a result of his duties on jet planes. He also stated that he often suffered from lapse of memory occurring after 12 hours of jet flight. Under cross-examination, he had to admit that the jet allowance will not compensate him for the disease. I am not satisfied with the statement that his disease of Spondilosis or occasional loss of memory is due to jet flights. No medical expert has been examined to show that his diseases were caused by jet flights. It may be just him impression that he is suffering from these diseases because of the jet flights. At the same time, it is true that a certain amount of strain, both physical and mental, is likely to result from flying in jet aircrafts and there is a constant disturbance of the diurnal routine, as pointed out by Justice Khosla in his Award. Some of the Airlines also pay Jet allowances to Cabin Attendants. It was for this reason that he allowed a jet allowance of Rs. 50 to the Cabin Crew. I do not think that any increase is called for in this allowance. There is a world of difference between the strain and stress undergone by an operating crew and a cabin crew. In the Settlement of January 10, 1972 between the Indian Airlines and the A.C.E.U., there has been no increase in the jet allowance of the cabin crew. This demand for increase in the amount of jet allowance is, therefore, rejected.

#### *Item 26(iii)—Overseas Operational Allowance:*

The present rate of Overseas Operational Allowance for a Flight Purser is Rs. 125 per month and for Air Hostess and Asstt. Flight Purser it is Rs. 100 per month. The demand of the ACEU is for 50 per cent of the minimum of the salary scale of each category of cabin crew.

The Air India strongly opposed it. The Cabin Crew based in India and operating overseas are provided with accommodation and are paid lay-over allowance in foreign currency at the lay-over stations. When they are posted abroad, temporarily, they are paid out-station allowance in foreign currency. I see no justification for increasing this allowance. The demand is, therefore, rejected.

#### *Item 26(iv)—Excess Flying Pay Overtime payment:*

The excess flying pay for Flight Purser is Rs. 10 per hour, and for Assistant Flight Purser and Air Hostess it is Rs. 7.50 per hour. The ACEU claims that it should be increased to Rs. 30 per hour in the case of Assistant Flight Purser and to Rs. 35 per hour in the case of Flight Purser and Air Hostess. It was increased by the Khosla Award in the case of Assistant Flight Purser and Air Hostess from Rs. 5 to Rs. 7.50 per hour and in the case of Flight Purser from Rs. 6 to Rs. 10 per hour. I see no justification for increasing it further. I am not satisfied with the statements of W.W. 23 and W.W. 26 to justify any increase in this excess flying pay. In fact, in the Settlement between the ACEU and the Indian Airlines dated January 10, 1972 it was specifically provided that the existing rule regarding payment of excess flying pay beyond 50 hours in a month will remain unchanged and no provision made for any increase in the excess flying pay.

The demand is, therefore, rejected.

#### *Item 26(vi)—Language Allowance:*

At present the Language Allowance is Rs. 50 per month per language, upto a maximum of Rs. 100. The ACEU claims that it should be raised to Rs. 100 per language with a maximum of Rs. 500. The ACEU



relies on the Statements of W.W. 23 and W.W. 24. W.W. 23 does not say anything beyond the fact that the existing Language Allowance is Rs. 50 per language with a maximum of Rs. 100. W.W. 24 certainly mentions the difficulties for acquiring efficiency in French language and that Rs. 50 per language was inadequate for it. I am not at all satisfied that an allowance of Rs. 50 per month, per language with a maximum of Rs. 100 is in any way inadequate. The announcements as pointed out by Shri Hamadi, AMW-5, are made in three different languages. One of them is English, which a cabin crew is expected to know, and if he knows other two languages he gets an allowance of Rs. 50/- per language. There is thus no justification for either allowing a higher language allowance or raising the maximum. The demand is, therefore, rejected.

**Item 26(vii)—Compensatory Allowance:**

The ACEU claims that when the Cabin Crew are working on the ground, they are not paid the allowances which are attached to their normal duties as cabin crew and they should consequently be paid a Compensatory Allowance for such period to cover up the financial loss, at the following rates:—

Rs. 450/- per month for Check Flight Purser

Rs. 650/- per month for personnel attached to the training section.

The allowance is said to be necessary also to compensate them for work addition to their normal flying duties.

The management has, on the other hand, rightly pointed out that the Check Flight Purser and Check Air Hostess are paid all the allowances applicable to Flight Purser and Air Hostesses and in addition they receive a special pay of Rs. 100/- and Rs. 75/- per month respectively and a conveyance allowance of Rs. 50/- per month. Members of the Cabin Crew who are required to undertake more or less continuous training and instructional duties on the ground are paid a Compensatory Allowance of Rs. 450/- per month, at the same time continuing to receive all the allowances which a Flight Purser or an Air Hostess ordinarily gets while flying duties. But in such cases, naturally the Special Allowance of Rs. 100/- per month ceases. The management points out that the statement that when certain categories of the cabin crew are working on the ground, they are not paid allowances which are attached to their normal duties as cabin crew is entirely untrue. It is further contended by the Air India that payments made to members of cabin crew who have to undertake ground duties are more than adequate and there is no case for making an increase therein, particularly, considering the financial capacity of and burden on the management.

In the agreement between the ACEU and the Indian Airlines dated January 10, 1972, the Check Cabin Crew Allowance has been raised from Rs. 50/- to Rs. 150/- per month. But the Check Crew in the Air India are also getting Rs. 50/- as Conveyance Allowance unlike their counterparts in the Indian Airlines. It would, therefore, be sufficient, in the interest of parity, to raise the allowance of the Check Hostess to Rs. 100/- per month. It is not necessary in the case of Check Purser who is already getting Rs. 100/-. This sum of Rs. 100/- together with Rs. 50/- as Conveyance allowance would bring them on a par with the Check Cabin Crew allowance now granted to Check Cabin Crew by the Indian Airlines under the Settlement of January 10, 1972. No further increase is called for. Except for this increase in the case of Check Hostess the demand is rejected.

**Item 26(viii) Beauty Care Allowance:**

At present the air hostesses are not paid any beauty care allowance. The ACEU contends that the nature

of the duties is such that they are required to incur heavy expenses on cosmetics, hair dressing, beautician fees and slimming centre fees in order to maintain a certain standard of sophisticated appearance. It, therefore, claims for the air hostesses a Beauty Care Allowance of Rs. 100/- per month in India and an additional allowance of £ 10 per month to meet the expenses of an Air India hostesses abroad. It is further demanded that the air hostesses of Air India who are based abroad should be paid £ 20 per month as Beauty Care Allowance.

Miss Shirin Majai (W.W. 25) brought a box-full of cosmetics to show that they were all needed for beauty care and she also detailed the prices of those cosmetics, mentioning that it was necessary to use foreign made cosmetics. She also mentioned that a hair wig and a hair piece costing Rs. 250/- and Rs. 200/- respectively was a necessity for an air hostess. On the other hand, Miss Jerro Dastur (AMW-6) who is a Deputy Chief Air Hostess, clearly stated that it was not essential for an air hostess to use a hair wig or a hair piece. It is entirely upto the air hostess whether she wears it or not. Nor is it according to her, obligatory for the air hostesses to use all the beauty articles shown to the Tribunal by Miss Majai. She says that she herself does not use all of them. All that she said was that as flying on jets tends to dry up the skin, she uses on flights the moisturising cream. She stated further that she used it privately as well and not just because she was going on flight. According to her, a bottle of moisturising cream costs approximately ₹ 2.50 and it lasts about a month and a half on an average. She has not been shaken in the cross-examination and her statement was certainly straightforward and convincing. I prefer it to that of Miss Shirin Majai (W.W. 25) and I do not think that it is necessary for an air hostess to use all the beauty aids detailed by Miss Majai although it is true that she has to use moisturising cream and some other beauty aids also.

The learned counsel for the A.C.E.U. relies on Exhibits C-42, 43, and 47 to show that costly beauty aids are necessary for an air hostess. A glance at Exhibit 42 would show that it does not prescribe any expensive beauty aids. On the other hand, the emphasis is on moderation, for instance, as in the case of eye-liner and eye-shadow. Nor does Exhibit C-43 help the A.C.E.U. The same is the position with regard to Exhibit C-47. It is true that it says that hair wigs used by the hostesses should be set regularly as approved. But it only permits the use of wigs and does not make it compulsory.

The A.C.E.U. did not press for any such demand in their Settlement with the Indian Airlines dated January 10, 1972. The pay-scales of Air Hostesses are sufficiently high and no other allowance, by way of a Beauty Care Allowance is called for. The demand is therefore rejected.

**Item 26(ix)—Bar Sales Allowance:**

The A.C.E.U. contends that some members of the cabin crew are required to make and promote sales of various consumer goods amongst the passengers. In doing so they are required to handle various types of foreign goods and foreign currencies. The sales result in substantial profits to Air India. In view of the extra skill, strain and hazard of loss or shortage (including shortage of cash) involved the Cabin Crew claim compensation as Bar Sales Allowance on the following basis:—

- (a) Flight Purser 15 per cent of the actual sale per sector,
- (b) Assistant Flight Purser 5 per cent of the actual sale per sector,
- (c) Air Hostesses 5 per cent of the actual sale per sector,

(d) Allotment towards actual losses to be borne by the Corporation.

The management, on the other hand, contends that this is a part of the functions of the Cabin Crew to attend to sale of liquor and a few other items and to keep an account of all such items sold in flight. The question whether the Corporation makes or does not make a profit out of the sale is entirely irrelevant. Moreover, the administrative and overhead expenses involved in developing and sponsoring such items for sale are considerable, and there is very little if any, profit that ultimately accrues to the Corporation from this source. The management submits that it is a part of the duty on the Flight Purser to see that the articles are not missing and that the proper amount of cash is collected. Moreover, if the ACEU's demands are allowed, the result would be that the Corporation would actually be incurring a loss on the sale of these items. The management contends that the demand should consequently be rejected.

W.W. 23 to W.W. 25 and W.W. 27 stated about these sales and the loss likely to occur to them. W.W. 23 (Shri M. B. Singh) stated that the loss suffered by him was on an average about 10 to 12 per cent of the actual sales. W.W. 24 (Shri Sapat Lazar) emphasized that they cannot often check the shortages in the crates to avoid causing delay to the aircraft by personally checking every individual item. He also says that his loss in one month had been about 7 to 10 pounds. But he had to admit that he does not remember in which month it was £7 and in which it was £10. He also mentions that there are chances of shortage even in respect of sales of liquor to first class passengers. W.W. 25 (Miss Majai) mentions that the air hostesses also conduct the bar sale service with or without the Flight Purser and that items sold on board are liquor, cigarettes, cigarette lighters and perfumes. W.W. 27 (Shri Palkhiwala) states the trainees are a burden financially to the cabin crew because they mis-collect on bar sales owing to their inexperience.

On the other hand, AMW-5 (Shri S. S. Hemmadi) states that he has sometimes come across shortages in bar sales which he has written in his Flight Report and also indicated in his basic form and have written them off and that till the date of his statement before the Tribunal nobody had questioned or asked him to pay for those shortages. He states further that he had found breakages also which he had noted down in his flight report as well as on his basic form and that he has not paid for them. Sometimes, there is a shortage of the collection by hostesses due to lack of time, but this, according to the witness, happens very seldom. Sometimes short uplift was given, which he found out after verifying from his sale at the end of the flight and made a note in the flight report and in the basic form. Till the day of his statement nobody had asked him to pay for short uplift from originating station or the transit station. During his 12 years' experience of service he had not come across any counterfeit currency cases. Only once he got a Uganda Currency which was not acceptable to the Reserve Bank and which he deposited with Air India's cashier and he had not paid from his pocket for that sale. He had not come across any case in which there had been bar pilferage in flight or in transit.

He gave his statement in a straightforward and convincing manner. He has been selected as the best Flight Purser for the Rotary Award. I do not see any reason to disbelieve his sworn testimony. It appears that those of the witnesses W.W. 23, W.W. 24, W.W. 25 and W.W. 27 who deposed about heavy payments by them in respect of bar sales have exaggerated the amounts. If there has been actually so much shortage in their bar sales it must have been due to carelessness. In any case I am not prepared to believe them

against the statement of Shri S. S. Hammadi (AMW-5).

I agree with the management that it is the function of the Cabin Crew to conduct bar sales and to conduct them efficiently. If there are any heavy shortages in the case of some cabin crew they ought to be more careful as Shri Hemmadi has been and write them in flight reports and basic forms in a proper manner, in any case that cannot be a reason for allowing them bar sales allowance. It is not a work of such a heavy nature as to call for any special allowance when they are getting such high pay coupled with other allowances. The demand, is, therefore, rejected.

Item 28(x)—Safe Custody Allowance:

There is no such Allowance being paid at present. It is the Flight Purser only who demand it. Precious cargo like diamonds and A-Class diplomatic mail has to be kept in safe custody. Any loss of such precious goods may lead to criminal prosecution against the purser concerned. The Air India also does not provide any insurance against such loss. On this ground Rs. 100 per month has been claimed as a Safe Custody Allowance.

It is a part of Flight Purser's duty to keep in safe custody the diplomatic mail and other precious articles. What the Flight Purser's claim is really a Special Allowance for performing what is one of their duties. There are safe custody lockers provided for the purpose by the Air India. The Air India points out that the lockers are pillar-proof and there is no risk of loss or damage to mail or other articles. It is true as pointed out by W.W. 24 and W.W. 26, that it is their responsibility to bear the loss. But it is also not denied that there has been no loss so far. The chances of loss and the risk of loss is in any case negligible and I do not see any justification for a Safe Custody Allowance. The demand is, therefore, rejected.

Item 28(xii)—Layover Allowance.

The present rate of Layover Allowance is of £3.10 per day in the U.K., \$13 for U.S.A. and like places and Roubles 11 for Moscow. By the Pilot's Agreement (Exhibit C-26) on page 15, Layover Allowance of Co-Pilots is £4.20 for U.K., Roubles 13.20 for Moscow and \$15.60 per day for U.S.A. The ACEU contends that Co-Pilots are getting £0.70 more for London and a similar amount for New York and Moscow in Dollars and Roubles. In the case of Indian Airlines Corporation also, by the Settlement of January 10, 1972, Layover Allowance for outstations in India has been increased from Rs. 32 to Rs. 60 for stay from 16—24 hours. Their Cabin Crew will get 80 per cent of Rs. 60 for a stay between 8—16 hours and 60 per cent of Rs. 60 for stay between 4—8 hours. In the Explanatory Notes to Annual Accounts for the year 1970-71 (Exhibit C-63) at page 23, the management itself said that there has been increase in hotel accommodation charges at stations like Moscow, New York, Hong Kong and Beirut. The statements of workmen's witnesses, W.W. 23, W.W. 24 and W.W. 26 also show that there has been a heavy increase in the hotel charges. AMW-7, Shri U. P. N. Rayan too admits that in the last five years, prices have gone up all over the world. There has been admittedly no increase in the Layover Allowance of the Cabin Crew during the recent years.

It is important to note that the same kind of hotel accommodation is provided for the Co-Pilots as well as the Cabin Crew during their Lay-over. When a Co-Pilot is staying in a particular hotel and goes to the dining room, it is not expected that a Cabin Crew member who is also staying in the same hotel should not be able to eat the same kind of food as the Co-Pilot simply because the Layover allowance of the Cabin Crew is less. It would not be a proper state

of affairs when our aim is to have a socialistic pattern of society. A cabin crew can rightly claim the same layover allowance as is being paid to the Co-Pilots when accommodation in the same hotel is provided for them by the management.

A Co-Pilot gets £ 4.20 per day as the Layover Allowance in London, Roubles 13.20 in Moscow and \$ 15.60 in New York. The ACEU contends that over and above this, the Co-Pilot also gets £ 0.70 for Layover in London, Roubles 2.20 in Moscow and \$ 2.60 in New York. The ACEU claims the entire amount which a Co-Pilot gets. The contention on behalf of the Management is that this is an additional Compensatory Allowance of £ 0.70 or Roubles 2.20 or \$ 2.60 in consideration of the relaxation of flight time and flight duty time for operation of charter flights and not a layover allowance. I do not consider it proper to allow this compensatory allowance of £ 0.70 to the Cabin Crew. It would, however, be but reasonable and proper that the Cabin Crew should also get the layover allowance of £ 4.20 in London, \$ 15.60 in New York and Roubles 13.20 in Moscow for lay-over between 18—24 hours and for the fraction periods the calculation will be 60 per cent for 4—8 hours and 80 per cent for 8—18 hours of these amounts. As for lay-over in India, the Indian Airlines have allowed by their Settlement dated January 10, 1972, Layover Allowance of Rs. 60 for stay between 16—24 hours and proportionate reduction on the same lines for stay for lesser hours. In the interest of parity it is but reasonable that the Air India's Cabin Crew should also get the same amount of Lay-over allowance in India. The ACEU urges that the number of hours flown by a cabin crew are, in no way, less and that in whatever form and for whatever reason they are given, these additional sums in pounds, roubles and dollars, amount to lay-over allowance. This contention is without force. The agreement specifically calls it a compensatory payment. In the first place, the maximum of flight time and flight duty time in the case of a Pilot or a Co-Pilot was less formerly and they have been relaxed for operation of Charter flights. It is because of this relaxation that the Air India is relieved from the necessity of changing a Pilot or a Co-Pilot on the expiry of the old maximum flight time. This is a great help to the Air India, particularly considering the high expenses which they will have to incur on another Pilot or a Co-Pilot. As compensation for this co-operative attitude of the Pilots and Co-Pilots, the management allowed them £ 0.70 per day as compensatory payment. There has been no agreement of the kind between the Cabin Crew and the management for relaxation of the maximum flight time and flight duty time. However, there is no comparison between the strenuous duties and concentrated application required of an operating crew and that required of a cabin crew. The cabin crew cannot, therefore, claim such a compensatory payment which is not a layover allowance. Besides the increase in the allowance in India on the lines of the increase in the Indian airlines, the increase in Layover Allowance is also allowed outside India in those terms i.e. £ 4.20 in London, 13.20 Roubles in Moscow and \$ 15.60 in New York per day.

#### Special Travelling Allowance:

No special travelling allowance is paid to the Cabin Crew. The ACEU demands it on the basis that it is paid to the Flight Crew and that there is no reason for making this discrimination against the Cabin Crew. It was pointed out in the agreements that under Exhibit C-26, the Co-Pilots get £ 2.2 as Special Travelling Allowance and that the Cabin Crew should also be paid a Special Travelling Allowance on the analogy of Co-Pilots. W.W. 26 has also stressed in his statement that this Special Travelling Allowance was increased twice in the case of Co-Pilots.

It is true that the Co-Pilots get a Special Travelling Allowance. But as pointed out by the Air India this allowance is a misnomer, for it is not to meet the travelling expenses of the Pilots or Co-Pilots which are more than adequately covered by the layover allowance. According to the management, it is being paid to the Pilots for their agreeing to operating Boeing Jets with two Pilots complement instead of three. There is consequently no justification at all for any member of the Cabin Crew to ask for such an allowance. The Cabin Crew are in fact paid layover allowance in foreign exchange in respect of their lay-over at foreign stations. That is the allowance which is to meet their travelling expenses and I have recommended an increase in the rate of lay-over allowance for the Cabin Crew. There is thus no justification for any Special Travelling Allowance for the Cabin Crew who cannot be placed on par with Pilots who have agreed to operate the Boeing Jets with only two Pilots complement instead of three.

The demand is, therefore, rejected.

#### Item 26(xiv)—Publicity Allowance:

The ACEU claims £ 5 per assignment plus normal lay-over allowance for publicity purposes as Publicity Allowance abroad and if the assignment is in India, the allowance claimed is Rs. 100 per assignment. In addition, the claim is that the employees should get free lodging and breakfast. The reason put forward is that these publicity assignments are not their normal duties. W.W. 25 and W.W. 26 have deplored on this point, emphasising the necessity for such allowance.

The management points out that occasions arise from time to time when functions are arranged in different places with a view to publicise the Airtline and improve its image before the public, specially in foreign countries. Air Hostesses are sometimes given the publicity assignments under regular reimbursement rules. This undertaking of publicity assignments are incidental to the duties of the cabin crew. All allowances, except lay-over allowance, are paid on monthly basis and, therefore, the members of the cabin crew are not deprived of such allowances when they are given the publicity assignments. When a publicity assignment is to be carried out in places other than the base station of a cabin crew, he or she is paid an outstation allowance as in other cases. Such publicity assignment also gives an opportunity to the employee concerned to visit foreign countries and the management claims that for all these reasons there is no justification for giving publicity allowance to the Cabin Crew.

I agree with the Management and in view of the high pay and allowances which the air hostesses are getting and the facilities which they get there is no justification for allowing them any further allowance as Publicity Allowance. The demand is, therefore, rejected.

#### Item 26(xv)—Accompanying Allowances:

Sometimes members of the Cabin Crew have to accompany small children and invalids who are not accompanied by their parents or relations. The ACEU demands an accompanying allowance of £ 5 on the basis of each assignment for going abroad. When a Purser or an air hostess is assigned the duty of accompanying or looking after a child or invalid, he or she, as pointed out by the management, does that job only and does not have to carry out other duties of a Purser or an air hostess, which duties are then carried out by the other members of the Cabin Crew. I entirely agree with the management that there is no justification why any Accompanying Allowance should be paid. The fact that the Corporation charges full air passage of the air hostess or purser in

addition to the air passage of such unaccompanied child or invalid is entirely irrelevant and besides the point. There is no justification for such a demand and it is rejected.

*Item 26(xvi)—Ferry Operations Allowance:  
(xvii)—Non-Air India Assignment Allowance:*

No finding is necessary as these items were not pressed.

*Item 26(xviii)—Training Allowances:*

The Cabin Crew are given training duties when they train a new recruit. A training allowance of Rs. 50 per training flight or equivalent in foreign exchange at lay-over station is demanded by the ACEU.

New entrants to the posts of Flight Purser and Air Hostesses are, as pointed out by the management, given thorough ground training in the Corporation's mock-up for a sufficiently long period. After such training is completed and after the trainee has become well-acquainted with methods and procedure with his or her work, says the management, he or she is considered fit to undertake the job and he or she is assigned the work of actual flight. In such cases, there is, according to the management, the usual complement of the cabin crew on the flight and the trainee is there as an additional member and one of the Flight Pursers or Air Hostesses, as the case may be, is required to check the work of the trainee during the flight. All that is required of the senior staff is to observe the trainee's performance of his or her work. I agree with the management that it cannot be said that the task of a Flight Purser or an Air Hostess who has to observe the work of the trainee is at all difficult or onerous. A new entrant is always attached to an experienced colleague to learn the factual side of the job, and in such cases there is no justification for giving an additional allowance on that ground.

The demand is accordingly rejected.

*Item 26(xix)—Uniforms:*

The ACEU's demand is for:—

- (a) 2 standard size suitcases per year for all cabin crew;
- (b) 2 sets woollen undergarments, 3 ties, 3 pair socks, 2 pairs of shoes per year for all male cabin crew; and
- (c) one cardigan, 24 pairs of stockings, 2 pairs shoes, 2 pair Mojrees, 4 pairs of chappals per year for all air hostesses.

The contention is that this demand is in accordance with the supply of uniforms in other airlines and are essential for efficient performance of their duties.

The management contends that the existing types and number provided to members of the Cabin Crew are in accordance with high airline standards. Uniforms are provided liberally to ensure that the members of the cabin crew are at all times impeccably turned out. It is denied that the existing types and number of uniforms are inadequate. The ancillary items demanded by the Union, according to the management, cannot be regarded as uniforms since they are part of the outfit any individual in other walks of life, would provide himself or herself with. The question of comparison with other foreign airlines cannot and does not arise.

Miss Majal (W.W. 25), states that according to the uniform circular, they are required to wear chappals or Mojrees, and that the footwear is not supplied by the Corporation. In the arguments Exhibit C-42 was referred to and Miss Majal appears to be referring to

this circular. It is true that it is headed as "Uniform Regulations—Air Hostesses", but it does not deal merely with uniforms because it deals with hair styles, make-up, eye-shadow, eye-liner, etc. also. Under the heading 'Uniform' it deals only with Cholis and Saris. Then we come to footwear which is an item separate from uniform. All that it says is that chappals and Mojrees will be of the approved design and that Mojrees will be worn only in winter. It is clear that footwear is not a part of the uniform. There is no reason that they should be included in the 'uniform'. She mentions that the uniform consists of a cardigan, top-coat and for Moscow operation a 'windak' jacket issued by the Corporation, gloves, leotards. She also says that the air hostesses are issued sarees or curidar kamiz during their lay-over when they go abroad but they may be one two sets short.

Miss Dastur (AMY-6) says that hand bags are also issued to the air hostesses. Hand bags are certainly not part of the uniform although they are issued. There is no reason to increase the list of the items issued by way of 'uniform' to the cabin crew. In arguments, Exhibits C-49 and C-79 were also referred to by the learned counsel for the ACEU. Exhibit C-49 does not say what the various items of the uniforms are and does therefore help the ACEU. Nor does Exhibit C-79 help the workmen. All that it says is that the Chairman observed that the Customers Service was one of the most important sections of the airlines and the part played by the cabin crew in keeping the passengers happy and satisfied was of great importance and that the Chairman congratulated all the cabin crew in making the airline what it was. This circular also says that the Chairman assured the cabin crew that everything possible was being done to equip them to offer the best in flight. Further, the circular impressed the importance of service with a smile. There is nothing in this circular to show that there is any necessity for the increase in the items of uniform. Also, there is no necessity to supply two standard size suit cases per year to the cabin crew. The demand is therefore, rejected. We take it that the management is doing its best to see that the various items of uniforms which are to be supplied to the Cabin Crew are supplied promptly at the proper time.

*Item 26(xx)—Passage for travel on duty:*

The ACEU demands free passengers for all the family members on a definite basis whilst on temporary transfer. The management contends that the demand is unreasonable and untenable. The Cabin Crew is already getting sufficient benefits. No further benefit under this item is justified. The demand is, therefore, rejected.

*Item No. 17 (Leave Facilities):*

The ACEU says that at present the employees are allowed to accumulate privilege and sick leave up to 120 days and 45 days respectively and claims that they should be allowed to accumulate privilege leave up to 180 days and sick leave upto 90 days on full pay convertible to 180 days on half pay. This is on the basis of the alleged prevailing practice in most of the commercial establishments and Government Undertakings and the Government Officers also. The ACEU also claim that in the event of retirement/resignation/termination/death, the employee concerned or his heirs, as the case may be, should be paid full salary for the period of unavailed privilege/sick/casual leave which remained to his credit at the time of the occurrence of the event. The management contends that leave facilities as demanded will have repercussions on other categories and will disrupt the entire business of the Corporation. It says that there is no change in the accumulation of leave in the Settlements of March 18, 1971 and June 23, 1971 between the ACEU and the Air India or in the IATA's Settlements or ACEU's Settlements with the Indian Airlines.

I agree that the provisions for privilege leave should be similar for various categories of employees in a

Corporation. There should not also be a marked difference between the provisions in respect of privilege leave for the Cabin Crew in the Air India and Indian Airlines. Since there is no change in the rules regarding accumulation of privilege leave in any of the Settlements between the ACEU and Air India and also in the Settlement of ACEU with the Indian Airlines dated January 10, 1972 the demand in this respect made by the ACEU is, therefore, rejected.

As for Special Sick Leave the Air India has itself allowed by an agreement with its other employees accumulation of special sick leave admissible under Regulation 244(1)(b) of the Air India Employees Service Regulations, upto a maximum of 180 days at a time instead of 180 days during the entire period of service of the workman. The other conditions regarding the grant of such leave remain unchanged. It is but fair and reasonable that the provisions in respect of the Special Sick Leave, agreed to by the Air India with its other employees, should also be made applicable in respect of the Cabin Crew.

As regards the demand for addition of Declared Holidays of Corporation to the Privilege Leave, this demand has not been pressed in any one of the Settlements between the ACEU and the Air India or between the ACEU and the Indian Airlines in respect of the Cabin Crew, dated January 10, 1972. There is then no reason to allow such a concession over and above what is provided for in the rules already in existence. The demand for leave facilities except in respect of Special Sick Leave is accordingly rejected.

#### Item 23—Retirement benefit:

The ACEU claims that the rate of contribution to Provident Fund should be raised to 10 per cent of the total emoluments and the same contribution should be made by the Corporation. This they claim on the basis of the alleged recommendation of the National Commission on Labour. In respect of Gratuity, the ACEU claims revision of the Gratuity Scheme. They also claimed that the employees should be allowed to opt for a voluntary pension scheme as an alternative to Provident Fund benefit on the basis of 50 per cent of the total last salary drawn. This is claimed on the analogy of a scheme prevailing in the Railways.

The demand for these retirement benefits was dropped by the ACEU in its Settlements dated March 18, 1971 and June 23, 1971 with Air India. Nor was it pressed in the Settlement between the ACEU and the Indian Airlines dated January 10, 1972 in respect of the Cabin Crew.

In the interest of parity, it would not be correct to make an exception in the case of Cabin Crew, particularly, when there is no substance in these demands. They are accordingly rejected.

#### Item 14 of N.I.T.—1 of 1970: Rifle Allowance:

There is no question of allowing any Rifle Allowance to the Cabin Crew.

#### Item No. 18 of N.I.T.—1 of 1970: (Railway Fare):

There is no question of granting any railway fare to Cabin Crew as they are getting concessions in air passages. For instance, the railway employees do not get benefits of air passages.

#### Item No. 19 of N.I.T.—1 of 1970 (Air Passage):

The claim in respect of air passages was that all employees and members of their families should be allowed 5 free air passages every year and that they should be allowed 10 per cent concession in the air passage for any number of passages. The ACEU also demanded that the employees should be allowed to accumulate this facility for two years and the passages should be transferable to dependant brothers and sisters. There was a further demand for provision of two free air passages after every two years on all the routes operated by the Corporation after their retirement.

The provision for air passages for the employees are already very liberal and there is no justification for granting these demands. The demand is therefore rejected.

#### Item No. 20 of N.I.T.—1 of 1970 (Promotions):

The demand in respect of promotions is that all vacancies should be filled by promotion of the existing employees on the basis of seniority only. This cannot be allowed since many other matters besides seniority have to be considered in the case of promotions. This demand was not seriously pressed in arguments. It is rejected.

#### Item 24 of N.I.T.—1 of 1970 (Secondary Increments):

This demand also was not seriously pressed before me in arguments nor is there any reason for allowing this demand. It is, therefore, rejected.

Wherever necessary provision has already been made for retrospective effect in the Award. No further direction is necessary in this connection.

Items (3) Productivity Allowance } of Issue 1  
(4) 747 Charter Allowance } of NIT-2  
(5) Training on 747 Aircraft. } of 1971.

On 22nd January, 1972, Shri M. K. Ramamurti stated that he does not press for the Productivity Allowance, 747 Charter Allowance and Training on 747 Aircraft.

No finding is, therefore, necessary, on these items.

#### Item (7) (Seating Facilities) of N.I.T.—2 of 1971:

Shri Ramamurti stated that he does not press for seating facilities in view of what has been stated by the management in paras 17 and 18 of their Reply.

No finding is, therefore, necessary in respect of this item.

Items (1) Crew Complement } of N.I.T-2  
(2) Jumbo Operations Allowance. } of 1971.

The ACEU demands that the crew complement in 747 aircraft should be of 5 Purser, 5 Assistant Flight Purser and 12 Air Hostesses. The reasons mentioned are many. In the first place, the contention is that in view of the requirement of the Federal Aviation Agency, 18 seats have been provided on the aircraft for the cabin crew and a further provision of 3 seats in case of full capacity of 371 passengers. This requirement is based on safety factors. There are 5 cabins which require 5 Flight Purser. There are 5 galleys requiring 5 Assistant Flight Purser. For the strenuous and laborious work in view of the huge number of passengers 12 Air Hostesses are required, thus making up the total of cabin crew as 22. The management contends that it is merely a management function to decide as to how many cabin crew in the three categories are needed in a particular flight and that the management should have an unfettered discretion to decide it. It is true that the safety factor is important, but it is only the management which can and has the authority to decide as to what constitutes a proper and efficient service to be rendered to passengers on board the aircraft.

As for the job functions, the management's contention is that the totality of job functions and respective jobs and functions to be performed by each category of the cabin crew are liable to changes as a group in view of different types of aircrafts which may be in operation from time to time. The claim for a larger number of crew on Boeing 747 aircraft on the basis of larger number of galleys and passengers

zones is not on a proper basis at all. Without prejudice to this it was alleged by the management that there were only three galley complexes and not five and only two passenger cabins and not five as stated by the Union. Considering the safety factor and the requirement, the management came to the conclusion that a maximum of cabin crew complement of 14 was quite fair. But on the repeated insistence of the Union and as a matter of concession, the management agreed to have a maximum complement of 15 cabin crew on Boeing 747 aircraft. While the above is the maximum complement of cabin crew, it is liable to proportionate reduction where a less number than the full load of passengers is carried on a flight. There is also an Inflight Supervisor on each flight whose function is to exercise overall supervision and to see that the members of the cabin crew provide efficient service on board the aircraft. It is urged that most of the other international airlines have a total of 14 cabin crew and this number is subject to reduction with lower load. It is also pointed out by the management that in the Charter of Demands, the Union asked for a cabin crew complement of 20 only consisting of 5 Flight Purser, 4 Assistant Flight Purser and 11 Air Hostesses, whereas in its Statement of Claims it has now asked for a Cabin Crew of 22. The contention is that the Union cannot make a demand in excess of what it had asked for in its Charter of Demands and the variation shows that there is no rational basis for the demand of the Union.

As for the Jumbo Operations Allowance, the ACEU claims it for the Cabin Crew firstly on the ground that it is paid to other flying crew and also because of the change in the nature of work which requires training for working on 747 aircraft. The management contends that training is an essential aspect of any career or profession and beneficial for the employees as well as the employer; that in any case the cabin crew did not have to undergo any specialized technical training for 747 aircraft as in the case of operating crew. In the case of cabin crew the difference is, according to the management, only in change in procedures and in some of the equipment used for passenger service. So far as the payment of additional allowance ranging from Rs. 500—1000 to the other flying crew is concerned, it is because of a more complicated technical nature of Boeing 747 aircraft and its considerably higher cost. These principles, contends the management, do not apply to the Cabin Crew. Nor is there any justification for giving any 747 Charter Allowance as claimed by the ACEU.

In Exhibit C-76, the General Manager making a statement before the Parliamentary Committee on Public Undertakings states that in Jumbo Jet, the management will carry a crew complement of about 16 air hostesses and stewardesses. This does not take into account the Flight Purser. It was contended that the statement related to the entire cabin crew and not only to air hostesses and stewardesses. This condition is without substance, for the statement was in connection with the dresses of air hostesses, the objection being that there was a craze for modernization or change in the dress of Air-India's Hostesses. The observation of the Committee itself is that since 'Sari' reflects a distinctive Indian character, it should remain the basic dress for the Air-Hostesses. There is, consequently, no question of the statement relating to the male cabin crew. The statement, therefore, must be taken to relate to, as it does, only to air hostesses. Exhibit C-9 (Cabin Crew Training Manual) is the Air-India's authentic book. While speaking of the Crew, it says 'Flight attendants (21) maximum.' Shri Minoo Wadia, W.W. 19, who is an Inflight Supervisor says that Boeing 707 has 16 first-class seats and 126 economy-class seats and Boeing 747 has 34 first-class seats and 321 economy-class seats. Boeing 707 carries 7 cabin crew consisting of two Flight Purser, two Assistant Flight Purser and three Air-Hostesses. In the first-class galley, 707 aircraft has three Cabin Crew working, namely, one

Flight Purser, one Assistant Flight Purser and one Air Hostess. In the economy-class galley, there is one Flight Purser, one Assistant Flight Purser and two Air Hostesses. On Charter Flights, they have one more Cabin Crew i.e., one Air Hostess or an Assistant Flight Purser. In 747 aircraft, there are three galley complexes, namely, 530 complex, 830 complex and 1694 complex. In 530 complex there is only one galley unit, in 830 complex there are three galley units and in 1694 complex there are four galley units. Thus, in all, there are 8 galley units. There is one Auxiliary Galley in the Lounge in addition to these.

Shri Sapat Lazar, W.W. 24 says that the present number of Cabin Crew for 747 aircraft is 15 or 16 which is utterly inadequate. According to the job functions of Assistant Flight Purser, Air Hostess and Flight Purser prescribed by the Company the number has to be increased. The requirement, according to him, would be 7 Flight Purser, 7 Assistant Flight Purser and 9 Air Hostesses. The total would come to 23. He also says that there are 7 types of boarding on Avero bridges. Obviously the number of cabin crew, as mentioned by him, is excessive. The management has pointed out that in its Charter of Demands the ACEU had asked for only a complement of 20. In the statement of claims, it had asked for a complement of 22. W.W. 24 has raised the figure to 23.

W.W. 23, Shri M. B. Singh, gives an account of the additional duties performed by the cabin crew in 747 aircraft. He says that the duties performed by an Assistant Flight Purser in 747 aircraft are much more than those in 707 aircraft. W.W. 25, Miss Shirin Majai gives in detail the duties of an air hostess in 747. It is not necessary to detail those duties as was done by her but the examination of the duties shows that the duties performed by an air-hostess in 747 aircraft are much more in number than those performed by her in 707 aircraft. W.W. 26 also gives the details of duties. Shri S. S. Hammaddi, AMW-5, also gives the duties of Flight Purser and Assistant Flight Purser in 707 and 747 aircraft. In 707 aircraft, the Assistant Flight Purser looks after the operating crew for their requirements during flight and on 747 aircraft a Lounge Hostess attends to the requirements and asks an Assistant Flight Purser to keep the requirements ready and then serves them whenever required. On 747 aircraft an Assistant Flight Purser also goes out in the cabins and serves the passengers whenever required. There is a 747 Conversion Course for the cabin crew lasting for 30—32 hours. Shri U. P. N. Rayan (AMW-7) who is the Chief Flight Purser, admitted that no detailed study was carried out before deciding the number of cabin crew required for 747 aircraft. When shown Exhibit C-76, he admitted that he could not say anything if the General Manager had stated that in Jumbo Jet they would carry a complement of 16 air hostesses and stewardesses. He also admits that on flight if the cabin crew chooses to rectify the minor defects, he may do so like changing fuse. Changing of a bulb or changing of a fuse the cabin crew is expected to do himself.

It has been pointed out on behalf of the management that (21 maximum) in brackets shown in Exhibit C-9 (Training Manual) after Flight Attendants applies to all the flight crew and not merely to the cabin crew. He also pointed out the statements of Shri S. S. Hemmadi (AMW-5) and Shri U. P. N. Rayan (AMW-7). It is true that Shri S. S. Hemmadi has said that he felt that 15 cabin crew are adequate for 747 aircraft. It is incorrect to say that he has not been cross-examined on the point. There has been a detailed cross-examination of this witness on behalf of the ACEU. He has also been cross-examined on his statement regarding the duties performed by the cabin crew.

As for AMW-7 (Shri U. S. N. Ravan), it is true that he has stated that a complement of 15, in his



opinion, is sufficient for 747 aircraft. He has at the same time stated that for a passenger load of 200 a complement of 11 should be sufficient. Obviously, on his own statement a complement of 15 would, therefore, be insufficient for 747 aircraft which carries much more than 350 passengers.

On the study of the entire evidence produced by the parties on the point, I am not at all satisfied that the number of 15 or 16 cabin crew for 747 aircraft is adequate. We cannot ignore the statement solemnly made by the General Manager before such an important body as the Lok Sabha Committee on Public Undertakings that they were going to provide 15 or 16 hostesses in Jumbo Jet. It is true that the General Manager did not state as to how many male members of the cabin crew would be provided in addition to the air hostesses or stewardesses in a Jumbo Jet. But the number of air hostesses at present is not more than 10 or 11. The number of cabin crew provided at present is, thus, clearly inadequate.

The question of Standard Force also arose before Mr. Justice Khosla. At that time the management had made a statement that they would consult the workmen concerned before the quantum of standard force in certain categories was determined. Justice Khosla specifically mentioned this statement of the management in the case before him. He observed that the final arbitrator in the matter must, however, be the management. With respect I agree with him. In the present case the management is adamant not to consider any increase in the number of cabin crew. I would, therefore, refrain from suggesting any particular increase in the number of cabin crew for the 747 aircraft.

There is, however, not the slightest doubt that when the management is providing a low number of cabin crew for 747 aircraft, the workload on the cabin crew is high. It has also been pointed out by a number of witnesses that the nature of the work in 747 aircraft requires performance of heavier duties than the nature of the work in 707 aircraft. There is, then, not the slightest doubt that the cabin crew are entitled to Jumbo Operations Allowance. It cannot be denied that the cabin crew cannot be put on a par with the operating crew. But it is also clear that a training for working on 747 aircraft even though it may be of 32-35 hours only, is required. W.W. 24 states that the responsibility of checking the emergency equipment on 707 was that of the flight engineer, but on 747 aircraft the same job and responsibility has been handed over to the flight purser who also ensures that they are serviceable. According to him, when 707 aircraft was introduced, further training was given to the Pursers which was exhaustive. There was also further training of emergency equipment and its location and various procedures on it. Exhibit C-8 is the layout plan of 747, emergency equipments, its locations. Exhibit C-9 is the Cabin Crew Training Manual, under which the Cabin Crew are given training and they have to pass an examination for which the passing marks are 70 per cent. He states that the period of training in respect of Exhibit C-8 to C-11 varies from 8 to 12 days.

In view of this, I find that an allowance of Rs. 30 per month, as the Jumbo Operations Allowance, should be given to the Cabin Crew. I do not consider it proper to give any retrospective effect to this allowance. It will come into force with effect from the date the Award comes into effect.

*Item 6 (Technical Pay/Allowance) of NIT-2 of 1971 and Item 16 of NIT-1 of 1970:*

The ACEU contends that the Cabin Crew have to check the functioning of the oxygen system, music system and the lighting system connected with zones, boarding and transit, reading threshold, passenger call lights, exist lights, emergency lights return-to-seat lights

etc. and other switches in connection with bells and the movie projectors, movie screen, inter-telephones and like matters. It has given a long list of these lights and switches and other electrical appliances and then contended that the operating crew get allowances ranging from Rs. 500 to Rs. 2000. On this basis they claim a Technical Allowance of Rs. 200 per month for the cabin crew. I agree with the contention on behalf of the management that the demand is entirely misconceived and is based on a distorted version. Their statements have tried to make out that the members of the Cabin Crew have to carry out various technical jobs. The technical part of the job is really done by the maintenance staff and the Ground Engineering staff at the pre-flight inspection stage and all that the Cabin Crew has to do is to ensure that the amenities and facilities provided on board for passengers are operating and they have merely to carry out a routine check to see that they are functioning and not out of order. If, during the check any defect is found, the Cabin Crew has to bring the matter to the notice of the ground engineering staff prior to the departure of the flight. If anything goes wrong during the flight, then the Cabin Crew has to bring to the attention of the flight engineer. The routine checks mentioned at length in the Written State of the ACEU and the statements of the witnesses cannot seriously be considered to be technical jobs. All that they require is a layman's operational knowledge which is imparted to the cabin crew during their training.

On consideration of the entire evidence, I find that there is no justification for giving any Technical Allowance as such to the Cabin Crew for operating Jumbo Jet.

The demand is, therefore, rejected.

*Issues No. 2 of NIT-1 of 1970 and NIT-2 of 1971:*

The management had given demands 16.1 to 16.7 in respect of Cabin Crew in Annexure 'D' of its Rejoinder. The management also pressed its demand in respect of Identification badges. No arguments were addressed to the Tribunal on any other demands.

*Item No. 1 of Issue No. 2 of NIT-2 of 1971 and Item 16 (6) of Air-India's Rejoinder:*

I have already held under Issue No. 9 and 10 of NIT-1 of 1970 and No. 4 of NIT-2 of 1971 that this demand is beyond the jurisdiction of this Tribunal.

*Item No. 16 of NIT-1 of 1970 and Item No. 2 of Issue No. 2 of NIT-2 of 1971:*

The management claims that there cannot be and should not be, any inflexibility or rigidity regarding the functions and duties of the different categories of cabin crew and the Management should have full authority and discretion as regards the interchangeability of job allocations and functions and duties of the different categories of cabin crew and for effecting from time to time such interchanges of job allocations and of functions and duties as it might think fit. The management claims this on the ground that the cabin crew service has to be attractive to passengers and the cabin crew have to function as a team and for that there has to be interchangeability of duties and functions *inter se* amongst the different categories of cabin crew. It also stresses the necessity of the review of the position from time to time in view of the inevitable changing pattern in the industry. The necessity for such a demand arose because of the ACEU's circular dated December 30, 1969, whereby Flight Pursers, Assistant Flight Pursers and Air Hostesses were directed not to work except as per their category. A similar circular was issued on May 29, 1971, in respect of Jumbo Jets. The ACEU refers to the different pay scales of Assistant Flight Pursers, Air Hostesses and

Check Air Hostesses, Flight Purser and Check Flight Purser, Flight Supervisors etc., and then contends that these salary grades have been formulated after giving due weightage to the job functions, responsibilities performed by different categories, their educational background, experience, etc. On these grounds the demand for interchangeability of job functions or different categories is opposed. It is, however, also stated in the reply to the Air-India's Written Statement that ACEU will have no objection to concede this demand if all the categories of cabin crew are given the basic salary of the Flight Supervisors. This means that the basic objection is with regard to the difference in the basic salary. If we look at the pay scales of air hostesses, check air hostesses and the Flight Purser—Check Flight Purser, we find that the pay scale of the latter category is the same except for the difference of two increments at the ceiling.

There is not the slightest doubt that the Cabin Crew have to work as a team as pointed out by Shri S. S. Hemmadi (AMW-5). Although there are different duties fixed for different categories, it is necessary for each category to give help and do the work of other categories for the smooth flight. For instance, if a hostess is busy with a mother with an infant and the other passengers require any help, normally the Assistant Flight Purser or the Flight Purser goes and helps them. This is not denied even by the workmen. What they object to is to make interchangeability of duties a rule. The workmen also say that they work as a team and do help one another.

Miss. J. Dastur (AMW-6) states that all the members of the Cabin Crew help the Air Hostesses in the service of meals and looking after the comforts of the passengers. This statement also shows that as a matter of fact the cabin crew are working as a team and helping each other whenever occasion arises. Shri Mangesh P. Adekar (AMW-4) states that in the course of training the importance of interchangeability of duties of an Air Hostesses and Flight Purser and Assistant Flight Purser is stressed in the interest of team work. They are given practical training on service of meals. He also states that if there is a flight purser who is busy at that time, an air hostess can also do the flight purser's work. The same applies to Assistant Flight Purser helping an air hostess. He is also of the view that if a man is given practice to do hostess's work, he can do it as efficiently as an air-hostess. Further he states that Air Hostesses have been taught how to heat meals and Assistant Flight Purser have also been taught to serve in the cabin.

Shri Ramamurti, on behalf of the ACEU, urged that the workmen accepted team work and not interchangeability of duties. He also stressed that the management could not be made free to change the crew combination. His contention is that during an emergency a stand-by crew can always be called upon to do the work and that Exhibit C-21 at pages 116 117 gives the duties of air hostesses and at pages 111 and 112 the duties of Assistant Flight Purser and Flight Purser. These duties are distinct. As for the contention that the plane may be delayed if a member of the Cabin Crew suddenly falls ill and only that particular class of crew can be taken in his place, Shri Ramamurti's reply is that the stand-by crew can always be called upon to do the work. As for emergencies just before the departure of the plane, Shri Ramamurti states "Although the ACEU objects to interchangeability of duties, but if 5 or 10 minutes before the departure of the plane one or other of the cabin crew cannot take the flight, the rest of the cabin crew are prepared to carry on the duties on the principle of team work."

I think that when the Management itself has, in their Cabin Crew Manual, laid down distinct duties for the different classes of cabin crew they should not insist on ignoring what they have laid down in the Cabin Crew Manual itself. The Workmen themselves are prepared to help each other as a team and in cases

of an emergency team work would naturally imply interchangeability of duties. The inter-changeability of duties can be insisted upon in cases of emergencies when stand-by crew of that class is not available. For that very reason Shri Ramamurti has himself stated that if 5 or 10 minutes before the departure of the plane one or other of the cabin crew are prepared to carry on the duties on the principle of team work. This should be accepted in the spirit in which the statement is made. If the management does not insist on making inter-changeability a rule I am sure the Workmen will not insist on sticking strictly to the limit of 5 or 10 minutes before the departure of the plane. In any case, apart from team work it would not be correct to give a blanket power to the Management in regard to interchangeability of duties when they have themselves in their Cabin Crew Manual provided for distinct duties of the different members of the Cabin Crew.

The charter of demands (Annexure 'D' of Air India's Rejoinder in N.I.T-1 of 1970) mentioned two illustrations in particular, i.e.,—

- (a) The Flight Purser and the Air Hostesses should also whenever required attend to duties in the galley which are at present performed by Assistant Flight Purser; and
- (b) The sale inflight of all items to be attended to by Air Hostesses if so required.

It is expected in fact it is a part of team work that the Flight Purser or Air Hostess will, whenever necessary, attend to duties in the galley which are at present performed by Assistant Flight Purser. Similarly, the sale on the flight of all items will be attended to by Air Hostesses if so required.

I find this part of the Issue accordingly.

Item No. 3 of Issue 2 of NIT-2 of 1971 and Item 16.4 of Annexure 'D' of Air India's Rejoinder in NIT-1 of 1970.

The Management contends that the cabin crew are expected, *inter alia*, to conduct meal and liquor services in the aircraft both in flight and while it is stationary on the ground. Normally, meal schedules are so prepared that meals are served to passengers in the aircraft while in flight. Occasions may, however, sometimes arise when the passengers have after emplaning, to be served meals in the aircraft while it is stationary on the ground because of delays due to air traffic problems, bad weather etc. There should be, contends the management, no possible objection from the cabin crew to perform jobs and render these services to passengers when such an occasion arises. The ACEU, on the other hand, contends that in the case of delays meals should be served at the airport restaurants and no duties could be allocated of any in-flight service when the flight time has not commenced.

Shri Vimadala said on 24th January, 1971, "I am saying on instruction that for serving break-fast, lunch or dinner on ground in the aircraft, a flat payment of Rs. Rs. 7.50 per meal may be made to each of the Cabin Crew serving the meal." In view of this statement I consider it reasonable that the Cabin Crew should serve the meal on a stationary aircraft when the passengers have already emplaned. It is not always possible to know before hand as to when the plane would be able to move. So it would not be correct to expect the passengers to go out to Restaurants for their meals when it has been delayed because of air traffic problems or bad weather. The Management is also giving in view of its statement an adequate allowance for service on ground in such cases. The meal should therefore be served on ground in an aircraft by the cabin crew as and when necessary and in view of the statement of Shri Vimadala they will get a flat payment of Rs. 7.50 per meal.



The management's demand is that the Cabin Crew members will discharge their functions and duties in connection with service to passengers and/or crew from reporting time till signing of duty, i.e. looking after the passenger, their amenities alongwith service of meals and refreshments to passengers and crew on ground in the aircrafts or during flight assisting the passengers in embarking and disembarking.

The ACEU has, in this connection, contended that no occasion has so far arisen when the passengers were required to be served in the aircraft while the aircraft is still stationary on the ground and that as such the whole issue is imaginary. As for the Jumbo Jet part of it, it said in the Written Statement filed when these Jets had not been put in operation, that when these are put into operation and in case occasions of the nature envisaged in the Written statement of Air India arose, the problem could be considered and discussed with the ACEU and proper solution found out.

The Jumbo Jets came into operation after the Rejoinder of the ACEU had been filed and Reference No. 2 of 1971 refers to the demands in respect of the Jumbo Jet crew. It has already been dealt with above. The same will apply to other aircrafts so far as service of meals is concerned.

As for the rest of the demands in this item, like assisting the passengers in embarking and disembarking and looking after them are concerned, they are covered by the normal duties of the Cabin Crew, who have to discharge their functions and duties properly. This demand of the management is decided accordingly.

Item 16.2, Item No. 16.3 and Item No. 16.5 of NIT-1 of 1970 the Annexure 'D' of the Air India's Rejoinder relating to Cabin Crew were not pressed by Shri Vimadlal on behalf of the Management. No finding, is, therefore, necessary with regard to these items.

*Item No. 16.7 of the Charter of Demand of Air India relating to Cabin Crew (NIT-1 of 1970).*

This demand relates to temporary foreign posting of cabin crew which are usually for a period of three months. At the request of the ACEU, the temporary postings of Cabin Crew are effected on the following basis:—

- (a) Probationers are not posted outside India.
- (b) The postings are done in order of seniority.
- (c) There need not be any rotation as regards the station of posting and a particular member of the Cabin Crew may be posted back to the same station when his turn comes up again for his temporary foreign posting. In the case of Moscow, the postings are, however, made on a rotational basis, so that a member of the Cabin Crew, who has once been posted to Moscow, will not again be consecutively posted to Moscow till his turn for Moscow comes again after full rotation.
- (d) A member of the Cabin Crew may sometimes refuse to accept a foreign posting without giving any reason and in such cases the Corporation does not assign the foreign posting to him.

The management contends that this system of postings on the basis of seniority only introduces an element of rigidity which is not desirable. The management, therefore, wants full freedom in selecting appropriate personnel and desires that selection should not be based on the principle of seniority only. The record of service and general conduct and behaviour of the Cabin Crew, according to the management, should be considered more important than mere seniority. They further contend that nobody, who has not put in sufficient service and gained proper experience, should be given a foreign posting. The management

wants that it should have full discretion in making foreign postings of Cabin Crew after taking into consideration all relevant factors and not seniority only. It was also contended that the management should have a right to recall a member of the Cabin Crew from his foreign posting even before the expiry of the original period of posting if the management considers it necessary in the interests of efficient working and image of the Corporation and should have the right to fix the duration of the original period of posting in each individual case. The member of the Cabin Crew should not be entitled to refuse a foreign posting and should accept it as and when required to do by the management. The Management wants directions to the above effect in the Award.

The ACEU, on the other hand, contends that the present system of making foreign postings have worked very satisfactorily for several years and prevents favouritism and nepotism in the matter of foreign postings. The effect of granting the demand of the management would be to leave scope for favouritism and nepotism. In arguments it was pointed out that in the past before the system of seniority was introduced there were occasions of nepotism and favouritism as a result of which this system of seniority had to be adopted.

On the authority of *Party & Company Limited Vs. P. C. Pal—1970-II LLJ (429)*, the Management contended that it was the managerial discretion of an employer to organise and arrange his business in the manner the employer considers best and that no provision of industrial law confers any power on the Industrial Tribunal to interfere with such discretion. In this case the Supreme Court followed its earlier decision in *Workmen of Subong Tea Estate Vs. the Outgoing Management of Subong Tea Estate (1964) 5 SCR 602 : AIR 1967 S.C. 420*. In the earlier case it was observed that (1) the management could retrench its employees only for proper reasons and should not be actuated by any motive of victimisation or unfair labour practice; (2) that it was for the management to decide the strength of its labour force, (2) that if the number of employees exceeded its reasonable and legitimate needs the management could retrench them; (4) that workmen might become surplus on the ground of rationalisation or economy reasonably or *bonafide* adopted by the management or on the ground of other industrial or trade reasons; and (5) that the right to effect retrenchment cannot normally be challenged, but when there is a dispute about the validity of retrenchment the impugned retrenchment must be shown as justified on proper reasons, i.e., that it was not capricious or without rhyme or reason.

It will follow from the decision in the case of *M/s. Parry & Co. Limited Vs. P. C. Pal* that it laid emphasis on the management's discretion regarding the organisation of the business and held that the retrenchment of employees or reduction in their number for proper reasons without any motive of victimisation or unfair labour practice was entirely a matter for the management to decide.

The present item is not of re-organisation of business but one relating to the change in the present practice of postings on the basis of seniority adopted as a result of the request by the workmen and its acceptance by the management. The case is, therefore, inapplicable on principles to the present dispute.

The management also relied on the *All India Reserve Bank Association Vs. Reserve Bank of India—1965 II-LLJ (175)* in which was held that seniority and merit should ordinarily both have a part in promotion to higher rank and seniority and merit should temper each other. The present dispute is not a case of promotion. A person posted abroad temporarily for a period of three months has to perform the same functions as the one posted in India, for the duties of the Cabin Crew whether posted here or abroad are similar. The Cabin Crew posted here has also

to go on plane abroad just as a person posted abroad has to do his duty on planes going from that particular station. Consequently so long as a person is efficient to act as a Cabin Crew and can be posted in India he can also be posted abroad. In fact the role of seniority, as pointed out by the ACEU, eliminates all chances of nepotism and favouritism. It is true that an occasion may arise when a Cabin Crew member may have to be sent for a refresher course. But the occasion for sending for Refresher Course must have occurred earlier than the occasion for a foreign posting, or after he has been posted to a foreign place. If the occasion is earlier and the person is already undergoing Refresher Course there would be no question of posting abroad. If he has already been posted abroad and then he has to be sent for a Refresher Course it would mean recall from his foreign posting earlier than the fixed period of posting, but that is absolutely necessary. If a person has been ordered to go for a Refresher Course before the occasion for the foreign posting has arisen, there is no question of changing the order for sending him abroad. So only the limitation necessary to the rule of seniority could be when a person has to go for a Refresher Course which has arisen earlier than the occasion for his foreign posting.

Shri M. R. Shaw (WW-26) stated that the existing system of crew being posted on strict seniority basis commenced around 1968. Prior to that the temporary postings were operated at the discretion of the officials incharge of rostering people. The witness was a member of the Sub-committee in respect of Cabin Crew. He states, as he was in a position to know that there were complaints of the misuse of the discretion and power of the officers. The complaints varied from either favouritism or punitive basis without any reason officially being given to the individuals. Such matters were discussed by the Union with the Management and it resulted in the transfer of officers concerned. These cases gave the Union a better ground to reopen the issue with the management. The management thereupon made a change in the pattern because of this favouritism and also on economy basis. He himself was present during those discussions with the management. He further says that after the present system of strict seniority has been introduced the Cabin Crew have faced no difficulty whatsoever and that all the cabin crew are generally satisfied. It is true that in cross-examination he admitted that there was no relationship between posting on the basis of seniority and economy, but he was not shaken on the point that there were cases of favouritism leading to the transfer of the officers concerned. Why should the Tribunal be asked to change an existing system of posting by seniority which has worked satisfactorily?

The contention of the management is that it is a management function and the Tribunal should not interfere with the management's discretion. There was then no question of raising such a demand by the Management and making it a subject matter of reference. Even then there would be no occasion for any change in the existing rule by an order of this Tribunal. The demand for giving a blanket power to the management for foreign postings of cabin crew on a basis other than the existing rule of seniority by an order of this Tribunal cannot be sustained. It is rejected.

Item No. 8 of Issues of NIT-1 of 1970:

Under this demand relating to the demands of the Management, in respect of identification badges, it has been contended by the management that the Corporation proposes to issue identification badges or name-plates to all its employees who should wear them all the time whilst they are on duty and prays for a direction from the Tribunal that all the employees should wear identification badges and/or name-plates to be issued to them by the Corporation.

On behalf of the ACEU it has been pointed out that there is already a practice of issuing identity cards to all the employees who are required to carry the said identity cards along with them while on duty and there is consequently no necessity of issuing further identification badges or name plates. It has also been pointed out by ACEU that this would spoil the beauty of the uniform.

The identity cards issued to and carried by the employees were, in fact, shown to the Tribunal during the course of the arguments. What the management pressed in the arguments was that the cabin crew should be directed to wear the name plates on their uniforms. This has been strongly objected to by the cabin crew. Miss Shirin Majai (WW. 25) specifically stated that her objection to the introduction of name plates primarily was that she did not wish that the passengers should know her name to fraternise with her after her duty hours. The contention of the management was that the name plates would make it easier for the passengers to specify the particular cabin crew against whom they have a complaint. The contention is without force. Without the name plate also such specification is easily possible because there is a chart showing which particular seats are under the charge of a particular cabin crew. Miss Majai was asked whether the BOAC cabin crew wore name plates. She replied in the negative. She stated that she had seen the BOAC cabin crew who wore wings but no name plates. Below the wings they have their designation and not their name. There can be no objection to following such a practice. But having a name plate is a different matter. She stated that she saw the cabin crew in uniform not only of the BOAC and that they did not wear name plates. She was not but also of United Arab-Alitalia, TWA and Aeroflot cross-examined on this point relating to the airlines which she mentioned. She was asked in cross-examination in respect of the cabin crew of Pan-American and United Airlines about which she did not state. Shri H. R. Malik (AMW-8) said that this system was prevalent in other international airlines, for instance, BOAC. He did not, however, say whether he had actually seen any cabin crew having a name plate and his statement has been denied on oath by Miss Shirin Majai, who was not cross-examined on the point regarding BOAC. I do not see any reason to disbelieve on this point the sworn testimony of Miss Majai, who is herself an air hostess of the Air India and must have seen, as stated by her BOAC air hostess in uniform. She mentioned a number of other airlines where air hostesses do not wear name-plates. This is as it should be. We have all kinds of passengers on board the plane and it would not be correct to have name-plates as part of uniform for at least the air hostesses. The apprehension mentioned by Miss Majai is always there. It may be that some of the American Airlines may be following the practice of having name-plates on their air hostesses. But we need not be enamoured of the glittering culture of U.S.A. and there is no reason to follow blindly the American practice in this respect. The demand for a direction that the cabin crew should wear the name-plates is, therefore, rejected.

In respect of Cabin Crew the Management did not press in arguments any demand other than those dealt with above.

This disposes the dispute between the Air India & The Cabin Crew on behalf of the Management of Air India. Shri S. K. Wadia, stated: "Apart from the Management's demands covered by the settlement dated the 18th March, 1971 and Settlement dated 23rd June, 1971 between the ACRU and the Air-India the Management does not press its other productivity demands in respect of the workmen covered by these two settlements."

In NIT-1 of 1971, there were three Settlements dated 20th March, 1971, 22nd September, 1971 and 25th February, 1972 between the Air India and the IATA. I have today made an Award in that Reference in terms of those Settlements with a slight verbal modification in respect of information to all the unions concerned before introducing the surveillance inspection in individual sections. That Award, a copy of which has been annexed to this Award, deals with the categories mentioned in the three Settlements.

The Inspectors Association, although allowed to appear and take part in the proceedings in this Reference, did not appear on many hearings after raising the plea that the reference was bad. They did not file any Written Statement as such in this case and concentrated all their efforts in NIT-1 of 1971. No separate arguments were addressed to the Tribunal. Their contentions in NIT-1 of 1971 have been fully discussed in that Award of mine. For the reasons mentioned therein, I see no force in the Inspectors' objections against these Settlements, and the objections are rejected. That Award will apply to all the technicians including the Inspectors. The reference is not bad, because it is in respect of the ACEU's demands made to the Management and it cannot be said that ACEU could not make those demands on behalf of the workmen covered by the Reference in NIT-1 of 1970.

I may, also, mention that Shri Vimadalal, on behalf of the management clearly stated that whatever revision would be effected for AME-II in the existing grade of Rs. 750—50—1000—100—1200, will also be made applicable to Inspectors 'A' as far as their basic pay, dearness allowance, conveyance allowance and technical pay were concerned. He also stated that during the negotiations with the IATA, an indication of this was given to them and consequently no change was made in Inspector 'A' grade. So, the omission of Inspector 'A' pay-scale in these Settlements does not mean that their pay-scale will remain the same as it is if the pay-scale of AMT-II is increased.

As for the ACEU, their demands were less than those of the IATA and the workmen of these categories did not get, because of the Settlements and my Award in NIT-1 of 1971, less than what they could otherwise get on the contention of the ACEU. Reference may be separate but the workmen are the same so far as those particular categories are concerned.

In Industrial disputes, a bi-partite settlement between the workmen and the management, has a much higher place than arbitration and adjudication. This was emphasised by the Supreme Court in *Sirsilk Ltd. and another and Government of Andhra Pradesh and another* 1963 (II) LLJ-647, confirming the earlier view taken in the case between the State of Bihar and D. N. Ganguli and Ors: 1988 (II) LLJ—G34:

"... though the Act did not contain any provision specifically authorising the Industrial Tribunal, to record a compromise and pass an award in its terms corresponding to the provisions of Order XXIII, Rule 3 of the Code of Civil Procedure, it would be unreasonable to assume that the Industrial Tribunal would insist upon dealing with the dispute on the merits even after it is informed that the dispute has been amicably settled between the parties and there can be no doubt that if a dispute before a Tribunal is amicably settled, the Tribunal would immediately agree to make an Award in terms of the settlement between the parties."

The difficulty, however, arises when there are more than one union representing the workmen before an Industrial Tribunal. I agree with ACEU's contention that in such cases it has to be seen whether the settlement with one union only is beneficial, fair,

just and equitable. More recognition of a particular trade union finds no place in the adjudication of industrial disputes under law.

In this case the ACEU also represents some of the workmen covered by the Settlements entered into between the Air India and the IATA in NIT-1 of 1971 which have been made part of the Award in that Case. The ACEU raised objections against those Settlements. The criticism of the ACEU in respect of those Settlements is really four-fold:—

- (i) It is not conducive to industrial peace;
- (ii) It does not cover all the demands of the workmen;
- (iii) It is not beneficial to the workmen who are getting it; and
- (iv) It is not beneficial to the industry.

As for the contention that it does not cover all the workmen's demands Shri Madan Mohan says that there is no settlement in respect of Plant technicians and Transport Technicians, and also in respect of fitment. This contention is without force. Shri Vimadalal on behalf of the management of Air India stated on 24th January, 1972: "He concedes that the grade of Senior Technicians in Transport, Commercial and Stores Sections, should be Rs. 385—25—560—40 720—50—770". This is the pay-scale agreed to between Air India and the IATA in the Settlement dated 22nd September, 1971, in respect of the Senior Technicians. Thus, no part of Senior Technicians is now excluded from getting that pay-scale.

As for fitment, para 1 of the Settlement of March 29, 1971 (Exhibit B-23) shows that it is in full and final settlement of the Charter of Demands submitted by the IATA in respect of the categories mentioned therein. Naturally anything not expressly allowed or reserved, is impliedly given up. We will, however, see that Clause 2.1 (c) of the Settlement deals with the fitment. It says that in the case of Foremen and Inspectors, their pay and dates of increment on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale with the date of next increment on 1st March, 1972. As for the categories of technicians, Chargehands and Senior Welders their pay-scales were only interlinked. So, no settlement in regard to fitment was necessary. Nor is there any difficulty in the case of Senior Technicians, who are covered by the second Settlement dated 22nd September, 1971 which is a part of my Award in NIT-1 of 1971, annexed to this Award.

The contention of Shri Madan Mohan was that Clause 18 of the first Settlement of 29th March, 1971 which is Exhibit B-23 showed that the matters mentioned in that clause were still under negotiation. These negotiations have now been completed and, as mentioned in my Award in NIT-1 of 1971, a third Settlement has now been filed. The contention has, therefore, no longer any force.

It was also contended that the management's demands were not industrial disputes because no demands were made to the workmen and the reference was not on the basis of an apprehension but on the basis of an existing dispute. This contention is without force. Annexure 'D' to the Rejoinder of the Air India gives the demands of the management not only against the Cabin Crew but against other workmen also including technicians. These demands were sent to the General Secretary of the ACEU alongwith a letter contained in Annexure 'D'.

It was also contended by Shri Madan Mohan that Clause 14.1 of the Settlement of 29th March, 1971 cannot be an industrial dispute but it is a management's function. This contention is also without force. The question as to from whom a particular set of workmen

is to take instructions can very well be a subject matter of industrial dispute as well as Reference. We have already seen how strongly the Inspectors' Association had argued in NIT-1 of 1971 in respect of the functions of Inspectors and AMEs. So the question as to whom the technicians, chargehands and foremen are to take the instructions from, cannot be summarily dismissed as a management function when the management itself considered it necessary to make a demand in respect of it on the IATA and both the workmen and the management have thereafter considered it proper to arrive at a settlement in respect of it. In industrial disputes, we have not to go by technicalities but to administer justice—social and economic. What is most important is the question of industrial peace and justice and fairness to the parties concerned.

As for the contention of the ACEU that the settlement is not beneficial to the workmen, it is without force. The negotiations took one year and a half, and it is in evidence that the majority of technicians are members of the IATA, which is a recognised Union of the technicians and has a body of technicians as its members. However, it is not as well as the period taken over the settlement cannot be said that the Settlement has been arrived at with a stooge union. Interlinking of the pay-scales of technicians and of the chargehands and senior welders is clearly to the benefit of those classes of workmen as by this process of interlinking, technicians can go up to the higher pay of Rs. 640 instead of Rs. 510 and the Chargehands and senior Welders to Rs. 980 instead of Rs. 770. Similarly, the Inspectors and Foremen also, as already mentioned benefit from it so far as the minimum and the maximum of their pay-scales are concerned. They have also received the benefit of Special Allowance of 15 per cent. The Foremen and Inspectors will get transport allowance of Rs. 50 per month and other technicians Rs. 35 per month. They will also get an increased washing allowance of Rs. 8 instead of Rs. 3. Driving allowance in the case of those who are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, has also been increased to Rs. 30 per month from Rs. 20. Similarly, Radio Telephone Allowance paid to Radio Technicians and to technicians who are working in the Radio Overhaul Shop holding R. T. Licence and whose licence is utilised by the Corporation, has been raised to Rs. 30 per month, from Rs. 20 per month. Technicians/Chargehands/Foremen/Inspectors while flying on duty to outstations to rectify snags, carry out routine duties etc., are to be paid a Flying Allowance of Rs. 5 per hour for time spent in flight calculated to the nearest hour. Special Sick Leave admissible under Regulation 94 (a) (1) (b) of the Air India Employees' Service Regulations may now be accumulated upto a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workman. The existing ceiling of three on the number of Secondary Increments in the case of workmen who are entitled to Secondary Increments under Regulation 157 of the Air India Employees' Service Regulations is removed with effect from 1st April 1972. Pay will also be included for the calculation of over-time wages of Chargehands, Foremen and Inspectors on the same basis as in the case of Technicians, with effect from 1st March, 1971. All these provisions are clearly beneficial to the workmen. It is only the Inspectors who had, in fact, raised the question that they had not received the benefit to which they were entitled. But the ACEU, on the other hand, contended that they had got everything. In fact, the demand by ACEU in their Statement dated April 26, 1971 in NIT-1 of 1971 also is for the same scale as has been allowed by the Settlement for Foremen and Inspectors, wrongly called Examiners by the ACEU since the Examiners have now been designated as Inspectors. It is also beneficial to the industry since a number of demands of the workmen have been given up and this is certainly in the interest of industry.

As mentioned in the Award in NIT-1 of 1971, the second Settlement was arrived at between the management of the Air India and the IATA, on September 22, 1971 and was filed on 19th October, 1971. It is in respect of the category of Senior Technicians. Their pay-scale has been increased from Rs. 325—20—385 25—500—40—640 to Rs. 385—25—560—40—720—50—770 with effect from 1st March, 1971 and the Senior Technicians in the existing scale of pay are to be placed in the revised scale with effect from 1st March, 1971. Their pay and dates of increment on being placed in the revised pay-scale would remain unchanged except in the case of those drawing less than Rs. 385 whose pay will be fixed at Rs. 385 in the revised scale and in such cases the next increment will fall due on 1st March, 1972. Para 2.3 to 2.8 in respect of Special Allowance and pages 3 to 10 in respect of Transport Allowance, Washing Allowance, Driving Allowance, Radio Telephone Allowance, Flying Allowance, Leave Facilities, Secondary Increment and Overtime Calculations; and para 13 in respect of Privilege leave will be implemented by the management. Clauses 11, 12, 14-17 and 19 of the Settlement have been reiterated as applicable to Senior Technicians also and Clauses 21 and 22 shall also be deemed to be incorporated in this Settlement.

The ACEU reiterated their objections against the Settlement of 29th March, 1971 (Exib. B-23) in their Statement of 26th April, 1971 in NIT-1 of 1971 and they have been dealt with in my Award in NIT-1 of 1971.

In Exhibit B-23, the workmen have agreed that privilege leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 5/6 days at a time. In special circumstances where privilege leave has to be availed of on more than three occasions due to unforeseen circumstances, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority. The workmen further agreed that the technicians/charged/foreman shall take instructions from any officer/supervisor staff such as AMB/AEHB. Technician officer and Engineer who is assigned area/section/sub-section as in-charge. In the Maintenance Division the area of supervision will be assigned by the shift-in-Charge from shift to shift. This will not effect the present system of determining the requirement of Chargehand/Foreman in the Section/areas. Technicians/Chargehand/Foreman/Inspectors shall perform incidental duties such as blanking/packing, requisitioning of parts, filling up of labels, shifting of parts, maintenance and upkeep of work place, tools equipment, driving of vehicles/equipment by authorised personnel etc. However technicians will not be deployed for incidental duties on a continuous basis. Also Aircraft Technicians shall carry out incidental plant maintenance of a break-down/preventive nature equipment build up etc. as need arises under appropriate supervision. Similarly, Plant Technicians would undertake on Aircraft/Aircraft components in exigencies.

Welders and Inspectors shall undertake training or obtain necessary approvals for such assignments as determined from time to time within a reasonable period to be stipulated.

Technicians/Chargehands/Foremen/Inspectors shall accept classroom and practical/on-the-job training imparted from time to time, as deemed necessary for the purpose of obtaining proficiency, conversion to new types and general/technical know-how.

The Technicians/Chargehands/Foremen/Inspectors shall accept transfer/rotation from one trade to another or one division to other which will be done normally on voluntary basis. (Wherever necessary, staff will be trained prior to such transfers). If volunteers are not forthcoming, the transfers will be done on

seniority basis subject to suitability. For the purpose of transfer/rotation:

- (i) Line Maintenance, Periodic Maintenance, 1049 Maintenance and Field Service would be considered as one Division;
- (ii) Piston and Jet Engine Shop would be considered as one Division.

The workmen shall accept standard times for various jobs, productivity techniques, and performance evaluation thereof, including accountability by the Chargehand for laid-down performance standards. In this connection, any information required from time to time by the workmen will be provided and any suggestions in respect of the above from the workmen will be considered.

The workmen shall accept termination of overtime at any time depending on the extent of work. Detailing of Chargehand, Progressman and Cleaner for over-time will be decided by Sectional/Divisional Head depending on extent and nature of work.

The workmen concede the necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country.

The workmen further agree to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience of its passengers and the public.

The workmen, also agreed that it will fully and whole-heartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

The Association also agreed that no demand in respect of the categories mentioned in clause 1 of exhibit B-23 which is either dropped or omitted from the Settlement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Settlement (Exhibit B-23).

In Exhibit B-23, no settlement was however reached between the parties in respect of the demands of the management pertaining to items of productivity such as Surveillance Inspection and now pattern of Shift System, rest period, concession on Sunday/working hours and grace period during working hours and obtaining medical certificates/fitness certificates from dispensary to be obtained outside the working hours. The parties however agreed to continue negotiate during the pendency of the matter, with a view to arriving at a settlement on these points. They have now arrived at a third Settlement in N.I.T. 1 of 1971 dated 11-1-1972 and filed on 25-2-1972.

Rules regarding privilege leave are an important part of rules for increase in productivity which form part of Demand No. 10 in this Reference.

The ACEU has not agreed to this demand. But the provisions in respect of privilege leave are fair and reasonable. In the demand mentioned in the Management's Written Statement more stringent provisions were claimed but the Settlement (Exhibit B-23) makes it more liberal. Privilege leave is not to be treated as thought it is casual leave, otherwise it would lead to considerable amount of absenteeism which interferes with productivity and accelerates the problem of increased over-time. It can also be availed of under the Settlement on more than three occasions in special circumstances for unforeseen reasons other than sickness and in that case on immediate

report has to be made to the sanctioning authority and it is but reasonable that the grant of such leave should be at the discretion of such authority.

I agree with the management that these provisions of the Exbt. B-23 are fair and reasonable and the Management's demand in respect of privilege leave should be allowed in this Reference in the same terms as agreed to between workman and the management in Exbt. B-23.

The question of over-time is an important part of Rules for increase in productivity and has been dealt with as Item Nos. A and B of Demand No. XII in the Management's Written statement in this Reference. The workmen (IATA) in NIT-1 of 1971, have agreed in Exbt. B-23 that they will accept termination of overtime at any time depending on the extent of work, and that detailing of Chargehand, Progressmen and Cleaner for overtime will be decided by Sectional/Divisional Head depending on the extent and nature of work.

The demands of the management in its written Statement in respect of over-time were much more stringent than what have been agreed to between the IATA and the management. The ACEU objects even to these provisions. I do not find it possible to agree with the ACEU on this point. It is necessary for the employees to work over-time in air-transport industry in cases of emergency like delay, dislocation, cancellation of services, emergent overhauling or maintenance, repair of aircraft, etc. It would not be correct for the workmen to insist on such occasions that the entire shift be detailed for the whole period of the next shift even though the number of workmen required for over-time or hours of work for which over-time is required is not such as to employ all the men for the entire shift. Moreover, it is likely to create a vicious circle resulting in the next shift being put on over-time.

I would, therefore, agree with the Management that the provisions mentioned above and as contained in Exhibit B-23 are fair and reasonable and this part of the Settlement be accepted for this Reference also.

In view of what is agreed to in Exhibit. B-23, it was but reasonable for the IATA to drop and give up its demands pertaining to Dearness Allowance, Technical Pay, Qualification Pay, Approval Allowance, Conveyance Allowance, Shift Allowance, Meal Allowance, Outstation Allowance, House Rent, Working Hours, Special Allowance, for Outstation Duties, Hardship Allowance, Bed Environment Allowance Insurance Coverage, Special Leave, Licence Fees, Children's Education Allowance, ESI and Group Medical Scheme and Insurance Coverage for the Technicians.

The workmen also agreed that no demand which is either dropped or omitted from this Settlement (Exbt. B-23) involving financial commitment on the part of the Corporation will be made during the pendency of the Settlement. The workmen further agreed to observe constitutional means and to eschew agitational steps and/or concerted action or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience of its passengers and the public. They also agreed that it will fully and whole-heartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

I have considered in detail the above terms of the Settlement in NIT-1 of 1971 in respect of the management's demands which have been conceded to by the Association. The terms agreed to are fair and just. They would result in industrial peace, prosperity for the industry and the country at large and I have no hesitation in accepting them in this Reference also.



We are now left with the items which are mentioned in paragraph 18 of Exhibit B-23 and on which no Settlement was reached when the Settlement of March 29, 1971 was signed. The Management and the IATA in fact arrived at a Settlement on 11-1-1972 and filed it today in respect of these demands also.

The first point in para 18 of the Settlement was Surveillance Inspection. The management contends that their system of Inspection was out-dated inasmuch as it was cumbersome and time-consuming and reduced the responsibility of the Technicians whose job was primarily to carry out the initial work in a proper manner. They desired that the Aircraft Technicians, who were suitably trained and approved by the appropriate authorities to do his work, should be made primarily and in most case solely responsible for properly carrying out his job and that his work should be subject only to spot checks by Inspector/AMEs specially designated for this purpose. This system, known as the Surveillance Inspection System, contended the Corporation, is being followed by all major international airlines and a prayer was made that this be introduced in the Air-India and directions of this Tribunal were accordingly sought.

I see force in the contention of the Management. It is time the principle of Surveillance Inspection should be accepted and introduced in the Engineering Department so that workmen are able to discharge such additional responsibilities as required by this system. The Technicians/Chargehands performing the work under this system will sign procedure/snag sheet to indicate their responsibility as required by the system. However, the management should keep the Association and the other Unions including the ACEU informed before introducing the Surveillance Inspection in individual sections. The Settlement dated 11-1-1972 in NIT-1 of 1971, between IATA and the Air-India, provides for this. I agree except that as mentioned above the Management should inform not only the IATA but also other Unions concerned including the ACEU before introducing the Surveillance Inspections in individual sections. Although the Settlement mentioned 'IATA' only, the Management and the IATA were both prepared to delete the provisions regarding prior information to the IATA only. They did not actually delete it and filed the Settlement without deletion. I agree that the provisions need not be completely deleted because the provision for information to workmen is wholesome and should be retained in the form mentioned above by me.

The second point which was not covered by the first two Settlements in NIT-1 of 1971, was the new pattern of shift system. The management made out a detailed case. They gave details of as to how this should be worked. Briefly, they wanted that in the Maintenance Division and Overhaul Shops the existing shift system be altered and some additional shift system be introduced. The system would necessitate some staff to work for 4 or 5 nights continuously, and some would have to work in 4 or 5 shifts continuously. The system demanded would also entail a certain number of staff to be scheduled on a regular roster basis to cater for the peak loads of work and certain number of staff having to work continuously for 5 or 6 days in a particular shift, e.g. the night shift, with 2 off days. The Management submitted that there was peculiar nature of Industry and the work-load in the maintenance and connected sections is very unevenly distributed over all hours of the day and also over the days of the week. Further commercial requirements and summer and winter schedules etc. result in changes in the pattern of operations at least twice a year with the result that peak loads of work keep shifting from one part of the day to another and from one day of the week to another as an inherent feature of the industry. The management also wanted to have the right to introduce in the future from time to time, as it considers necessary for the proper and efficient working of the Engineering Department and for fuller and better utilisation of manpower, machinery and equipment a shift system or pattern which

might be in force from time to time in any particular Division or Section of the Engineering Department in another Division or Section of that Department. It also desired the right to allocate the work strength in each shift as it considers necessary.

I agree with the management that there is need of introduction of additional shifts to meet the varying work-loads arising out of operational and maintenance requirements. It is also to be ensured that manpower is utilised in a better way. For this, a new shift pattern to include uneven shift strength and split duties at outstations would also have to be introduced.

It would be better if, as provided for in the Settlement of 11-1-1972, the introduction of any new shift pattern and shift timings were discussed by the Deputy Engineering Managers of the concerned Divisions and the representatives of the workmen. In case of any difference of opinion, same would be referred to the concerned Engineering Managers or the group for a decision. In case no agreement is reached the matter should be finally referred to the Director of Engineering whose decision would be binding on both the parties.

The management contends that it should be at liberty to alter from time to time the timings of the rest intervals in the shifts having regard to the exigencies of work. I agree that the rest period, as provided for in the Settlement of 11-1-1972 in my Award in NIT-1 of 1971, between two shifts duty should not be less than 11 hours. The workmen shall report for duty after a rest interval of 11 hours even after performing overtime duty except the workmen at the base who have worked in the afternoon shift and continued to work overtime in the night shift and rostered to come for afternoon shift the next day, in which case the staff would get a night off. The workmen detailed to work overtime in continuation of their normal shift duty when such normal shift duties are followed by a rostered day off, grant of a substitute day off shall be discontinued. The Settlement provides that there should be no rigidity or flexibility regarding meal breaks and if the exigencies of work so require the staff should work throughout meal periods and take their meals after the work is over. This is quite reasonable in view of the peculiar nature of the industry. The break periods have to be flexible due to aircraft movements. If the aircraft movements require the workmen to work during the rest/meal/tea intervals without any break, the workmen shall first attend to the aircraft and avail of rest/meal/tea interval only thereafter. This is what the third Settlement of 11-1-1972 provides.

The management had also contended that at present the Management did not take any action in cases of late coming to the extent of 5 minutes. Some employees, however, take an unfair advantage of this by reporting 5 minutes late for duty several times a month with the result that a substantial amount of working time is lost per employee, during a month. They further contended that an employee was not expected to report for duty 5 minutes late unless there are justifying and abnormal circumstances on any particular occasion. This concession was abused by certain employees and the management wanted a direction from this Tribunal allowing it to deduct the salaries in a proportionate manner or treating him absent.

The Management also contended that members of the staff (not covered by EOIC) who report for duty after three or more days sick leave had to obtain a certificate of fitness from the Medical Officer of the Corporation before they could report for work. It was observed that often employees went to the Corporation's Medical Clinic during their working hours to obtain such certificates, with the result that substantial working time was lost and the work not disrupted. It was submitted that such certificates should be obtained from the Corporation's Medical Clinic

before their working hours started and wanted the Tribunal's directions.

It is but proper that workmen should report at the place of work at the commencement time. Similarly, they should not stop work before the actual break off time. However, a grace period of not exceeding 5 minutes would be justified for reporting at work place and at break off time depending upon the location of Time Card and other facilities available in the shops. The workmen should not leave their work or work place without prior permission of the section-in-charge to attend any other work such as going to the Medical Clinic, etc. This is what clause 6 of the third Settlement of 11-1-1972 provides.

For what the workmen are conceding the management has, in the Settlement, agreed to pay the following amounts by way of Productivity Allowance to the workmen from January 16, 1972:—

Technicians/Sr. Technicians :	Rs. 35/- per month.
Chargehands :	Rs. 40/- per month.
Inspectors/Foremen :	Rs. 60/- per month.
Inspectors 'A' :	Rs. 75/- per month.

The Settlement is thus fair and just to both the Management and the workmen.

In fact, the Settlements in NIT-1 of 1971 are on the same lines as in NIT-5 of 1970 between the Indian Airlines and the IATA and all those reasons given earlier in respect of the Settlements between the IATA and the Indian Airlines will apply with full force to these Settlements which are part of the Award in NIT-1 of 1971. The demands of the management were more stringent than what have been allowed by them. The workmen and the management in NIT-1 of 1970 are the same as those in NIT-1 of 1971. The Award of NIT-1 of 1971 will apply with full force to the workmen and the management both. All these demands of the management not allowed by the Settlement which are part of the Award in NIT-1 of 1971 will be deemed to have been given up by the management against the workmen of those categories in this case also. I have dealt with the demands of the ACEU in respect of the Technicians covered by the three Settlements in NIT-1 of 1971 in some detail. I have already made a copy of that Award including the three Settlements which form part of it, an Annexure (Annexure II) to this Award.

The terms of these Settlements which are part of that Award will also operate as part of this Award in the same manner as they do in my Award in NIT-1 of 1971 in so far as they relate to the categories of workmen to which they apply except for the matters not covered by this Reference.

#### Conclusions

Most of the workmen of the two Corporations were covered by the Settlements filed in this Reference, viz., Settlements dated 18th March, 1971, 2nd June, 1971 and 23rd June, 1971, which have been made parts of Awards Parts I, II and III, already submitted to the Government.

In respect of the Indian Airlines, technicians in the Indian Airlines not covered by the Settlement dated 2nd June, 1971, filed in this case, were covered by the Settlement between the Indian Airlines & IATA, dated 25-12-1971 filed in NIT-5 of 1970. The terms of that Settlement will operate as a part of this Award also except for the demands of the Management not covered by their demands in this Reference.

In respect of the technician workmen of the Air India covered by the three Settlements between the Air India and IATA the terms of these Settlements forming part of the Award in NIT-1 of 1971 will also operate as a part of this Award in the same manner as in NIT-1 of 1971.

As for Senior Technicians in Transport, Commercial and Stores Sections of Air India, they will get the scale of Rs. 385-25-560-40-720-50-770 from 1st March, 1971.

I have mentioned in the Award in detail what is to be given to the Cabin Crew under the various items. I need not repeat them again.

This Award will govern NIT-1 of 1970 and NIT-2 of 1971 References. It will be Award Part IV in NIT-1 of 1970. Let a copy of this Award be placed in NIT-2 of 1971 also.

In the circumstances of the case, there is no order as to costs.

Let the Award be sent to the Central Government.

February 25, 1972.

(Sd.) M. CHANDRA,  
Presiding Officer

#### Part of the Award

#### NAMES OF PARTIES:

Indian Airlines

AND

Air Corporations Employees' Union

#### Representing Employer:

1. M. K. Basu, Director of Personnel
2. Kripal Chand, Jt. Financial Controller

#### Representing Workmen:

P. K. Majumdar, General Secretary.

#### Whereas:

(a) The Air Corporations Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands to Indian Airlines (hereinafter referred to as "the Management") with its letter dated the 27th May, 1969, in respect of categories of workmen in grades 1 to 9 and Cabin Attendants.

(b) The Management with its letters dated the 13th September, 15th September, 23rd October, 1969 and 22nd January, 1970, served on the Union a list of certain measures *inter alia* for obtaining increased efficiency and productivity and for better utilisation of manpower.

(c) Several meetings were held from time to time between the Management and the Union in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties.

(d) As a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government.

(e) By its Order dated the 2nd November, 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference.

(f) After the reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof an Agreement was signed on 2nd June, 1971, in respect of the categories in the then existing following scales of pay:—

- (i) Rs. 100-5-150-10-190.
- (ii) Rs. 130-5-150-10-200-15-230.
- (iii) Rs. 150-10-200-15-230 (Loading Supervisor only).

- (iv) Rs. 150-10-200-15-245-20-285.
- (v) Rs. 200-15-245-20-345.
- (vi) Rs. 150-10-200-15-245-20-385-25-510.

As a result of further negotiations between the Management and the Union, the parties have arrived at the Settlement herein contained in respect of the categories specified in sub-para (a) to (c) of para 1 hereunder.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows:—

1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay (hereinafter referred to as 'workmen'):—

(a) Technical workmen in the following existing scales of pay other than technical categories of staff in Aircraft Engineering workshops:—

- (i) Rs. 245-20-385-25-510.
- (ii) Rs. 325-20-385-25-560-40-640.
- (iii) Rs. 410-25-560-40-720-50-770.

(b) Cabin Crew in the existing scale of pay of Rs. 385-25-560-40-720-50-770.

(c) (i) Carpenters, Tailors, Masons and Plumbers in the existing scale of pay of Rs. 200-15-245-20-385-25-510.

(ii) Tailors and Carpenters in the existing scale of pay of Rs. 325-20-385-25-560-40-640, and in full and final settlement of the Union's Charter of Demands and the demands of the Management set out in the Order of Reference dated the 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen.

## 2. Scales and Grades of Pay.

2.1 With effect from 1st March, 1971, the following modifications, in the scales of pay of the categories indicated below, shall be made:—

(a) The existing scale of pay of Rs. 200-15-245-20-385-25-510 shall be modified to constitute the scale of pay of Rs. 200-15-245-20-385-25-560-40-640.

(b) Carpenters, Tailors and other technical workmen in the existing scale of pay of Rs. 325-20-385-25-560-40-640 will be placed in the revised scale of pay of Rs. 385-25-560-40-720-50-770 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 385 whose pay will be fixed at Rs. 385 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.

(c) The existing scale of pay of Rs. 245-20-385-25-510 and the existing scale of pay of Rs. 325-20-385-25-560-40-640 shall be interlinked to constitute the scale of Rs. 245-20-385-25-560-40-640.

(d) Workmen in the existing scale of Rs. 410-25-560-40-720-50-770 will be placed in the revised scale of Rs. 410-25-560-40-720-50-920 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scale will remain unchanged.

(e) Flight Stewards in the existing scale of pay of Rs. 385-25-560-40-720-50-770 will be placed in the revised scale of pay of Rs. 385-25-560-40-720-50-920 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scale, will remain unchanged.

(f) Air Hostesses in the existing scale of pay of Rs. 385-25-560-40-720-50-770 will be placed in the revised scale of Rs. 485-25-560-40-720-50-770 with effect from 1st March, 1971. The pay and dates of increment of workmen, on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 485 whose pay will be fixed at Rs. 485 in the revised scale and in such cases the next increment will fall due on 1st April, 1972.

(g) A new cadre of Deputy Chief Air Hostess and Deputy Chief Flight Steward will be introduced within 90 days from the date of signing of this Agreement in each Region except Headquarters, in the scale of Rs. 485-25-560-40-720-50-920. Appointments to this cadre will be made from amongst the Air Hostesses and Flight Stewards on the same basis as Chief Air Hostess as on date.

2.2 Except to the extent hereinabove provided there will be no change in the scales of pay applicable to the workmen covered by this Agreement and the Union drops and gives up its other demands in respect thereof.

2.3 (a) All the workmen in the scales of pay referred to in clause 1 hereof except the Cabin Crew shall be granted, a "Special Allowance" equivalent to 15 per cent. of their emoluments which at present count as 'Pay' for the purpose of Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the minimum of Rs. 80 per month.

(b) The Cabin Crew shall be granted a "Special Allowance" equivalent to 18 per cent. of their emoluments which at present count as 'Pay' for the purpose of Indian Airlines Employees' Provident Fund Regulations, 1955.

2.4 The "Special Allowance" shall be calculated on the actual 'Pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments the "Special Allowance" will be calculated on the basis of the actual 'Pay' drawn.

2.5 The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.6 The "Special Allowance" shall be paid with effect from 1st April, 1969.

## 3. Transport Allowance

The workmen other than the Cabin Crew shall be granted a Transport Allowance at the following dates with effect from 1st April, 1969:—

- (a) Rs. 30 per month to workmen drawing basic pay up to Rs. 229 per month.
- (b) Rs. 35 per month to workmen drawing basic pay of Rs. 230 and above per month.

The Deputy Chief Air Hostesses and Deputy Chief Flight Stewards will also be paid a Transport Allowance of Rs. 35 per month from the date of appointment.

## 4. Washing Allowance

The workmen shall be paid a Washing Allowance at the following revised rates with effect from 1st March, 1971:—

Air Hostess	Rs. 25 per month
Flight Steward	Rs. 20 per month
Others who are provided with uniforms by the Corporation	Rs. 8 per month

## 5. Meal Allowance

Workmen, other than the Cabin Crew, will be entitled to Meal Allowance at the following revised rates:—

Breakfast	Rs. 2.00
Lunch	Rs. 4.00
Tea	Rs. 1.50
Dinner	Rs. 4.00



Other conditions regarding the grant of Meal Allowance shall remain unchanged.

#### 6. CHECK CABIN CREW ALLOWANCE

With effect from 1st March, 1971, the Check Cabin Crew Allowance shall be revised from Rs. 50 to Rs. 150 per month.

#### 7. SPECIAL PAY

The Deputy Chief Air Hostesses and Deputy Chief Flight Stewards will be paid a Special Pay of Rs. 100 per month from the date of appointment.

NOTE.—The Check Cabin Crew Allowance and Special Pay will be treated as independent allowances.

#### 8. Compensation

With effect from 1st January, 1971, the amount of insurance on a world-wide 24 hours basis against the risk of death by accident will be revised for Cabin Crew from Rs. 10,000/15,000 to Rs. 42,000.

Provided that the rules regarding the additional compensation equivalent to 56 times of the basic pay of a Cabin Crew will remain unchanged.

#### 9. Technical Pay

Technical Pay of Rs. 30 per month will be paid to Masons and Plumbers with effect from 1st March, 1971.

#### 10. Layover Allowance

With effect from 1st April, 1970, the Layover Allowance for Cabin Crew will be revised as under:—

- For a stay at an outstation of over 16 hours and upto 24 hours—Rs. 60.
- For a stay at an outstation of over 8 hours and up to 16 hours—80 per cent. of Rs. 60.
- For a stay at an outstation of over 4 hours and up to 8 hours—60 per cent. of Rs. 60.
- For a stay at an outstation up to 4 hours—Nil.

#### 11. Retirement Age for Air Hostesses

The existing rule in regard to Air Hostesses shall be revised as under:—

"An Air Hostess shall retire from the service of the Corporation on her attaining the age of 30 years or when she gets married whichever is earlier. The General Manager may, however, retain in service an unmarried Air Hostess up to the age of 40 years."

This will have effect prospectively.

#### 12. Annuity for Medically Unfit Cabin Crew

(i) All Cabin Crew who are found medically unfit for flying duties will be paid Annuity at the following rates:—

Continuous service of more than 5 years but less than 10 years.—65 per cent. of the total of basic pay plus DA (DA being limited to Rs. 100 per month).

Continuous service of 10 years or more but less than 15 years.—70 per cent. of the total of basic pay plus DA (DA being limited to Rs. 100 per month).

Continuous service of 15 years or more but less than 20 years.—75 per cent. of the total of basic pay plus DA (DA being limited to Rs. 100 per month).

Continuous service of 20 years or more.—80 per cent. of the total of basic pay plus DA (DA being limited to Rs. 100 per month).

(ii) The payment of Annuity will be subject to the following conditions:—

- No annuity will be admissible if the total service of the Cabin Crew in the Corporation immediately prior to being declared medically unfit does not exceed five years as Cabin Crew.
- The annuity will be payable until the age of 30 years or her marriage whichever is earlier, in the case of Air Hostesses and 55 years in the case of Flight Stewards. The Cabin Crew will have to produce life certificate or other suitable evidence acceptable to the Corporation as and when required.
- The annuity will be paid monthly on normal salary disbursement day.
- The payment of annuity will commence from the date of disablement due to personal injury, illness, disease or disability of the Cabin Crew which prevents him/her from attending to his/her occupation as a Cabin Crew as declared by the Medical authority prescribed by the Corporation, and as such taken off his/her flying duties by the Corporation but only after he/she has exhausted all his/her casual leave, sick leave, privilege leave and special sick leave standing to his/her credit.

Notwithstanding the provisions of clauses (i) and (ii) above, a Cabin Crew will not be entitled to the benefits contained therein if he/she is declared medically unfit for flying duties as a direct or indirect result of:—

- intentional self-injury.
- attempted suicide
- provoked assault.
- chronic alcoholism or habitual taking of narcotic drugs.
- venereal disease.

A Cabin Crew after being granted benefits under clauses (i) and (ii) above, in the event of regaining his/her medical fitness as certified by the prescribed Medical Board/Authority shall re-offer his/her services as a Cabin Crew to the Corporation who will then reinstate him/her in the grade and seniority held by him/her prior to his/her disablement. The payment of annuity to him/her will cease from the date he/she is so re-employed by the Corporation. Similarly, a medically unfit Cabin Crew will not be entitled to the annuity if he/she accepts a flying job outside the Corporation.

#### 13. Flight and Duty Time Limitations

With effect from the date of implementation of this Agreement, the Flight and Duty Time Limitations for the Cabin Crew will be as under:—

in a period of 24 hours

Flight Duty Time	.. 11 hours
Flight Time	.. 8 hours
Flight Time in a month	.. 80 hours

NOTE:—(i) If a flight terminates between 0000 hours and 0600 hours, a rest of 24 hours will be provided.

(ii) The existing rule regarding payment of Excess Flying Pay beyond 50 hours in a month will remain unchanged.

#### 14. Special Sick Leave

It is agreed that Special Sick Leave, subject to existing conditions, can be availed of by Cabin Crew when normal sick leave, casual leave and privilege leave in excess of 75 days are exhausted and not in excess of 45 days as at present.

#### 15. Transfer to Outstations

Transfers to outstations where Indian Airlines have or may have offices will not exceed three years except

in difficult stations, namely, Assam, Manipur, Tripura, Silliguri and Khajurao where such period will not exceed one year.

16. The Union hereby drops and gives up its demands pertaining to workmen covered by this Agreement raised in their Charter of Demands dated 27th May, 1969 or before the National Industrial Tribunal in reference NIT-1 of 1970.

17. The Union agrees that privilege leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 5 days in the case of those working 5-day week and 6 days in the case of others. Privilege leave can also be availed of in excess of the aforementioned three occasions on grounds of self sickness alone provided the workmen has already fully exhausted sick leave due to him, and provided that leave, application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

18. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

19. The Union concedes the necessity of measures of rationalisation consistent with Tripartite Resolutions of Indian Labour Conference and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency to reduce costs and to step up its productivity in the larger interests of the employees, Corporation and the country.

20. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

21. The Union agrees that it will fully and wholeheartedly cooperate with the Management in maintaining discipline, increasing efficiency and improving productivity.

22. The Union agrees to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on special holidays, such as death of a VIP.

23. The Union agrees to the discontinuation of the grant of substitute day off to the workmen working in shifts detained on overtime duty in continuation of the normal duty period when such normal duty period is followed by a rostered off-day.

24. The Union agrees to the introduction of 5-day week for non-shift workmen at such of its administrative establishments as the Management may decide from time to time. The weekly working hours on introduction of 5-day week will remain unchanged. 5-day week means that workmen in any of the establishments who are at present working full day from Monday to Friday and half day on Saturday shall hereafter work 5 full days per week from Monday to Friday. Saturday and Sunday will be observed as weekly holidays.

## 25. Shift System

The Corporation may revise from time to time the shift arrangements at the different bases, both in regard to the composition of the shifts as well as the shift timings, so as to meet the variations in workload.

This may include the provisions of alternate night shift. Before the shift arrangements are revised, the revision will be discussed with the Union and every endeavour will be made to reach an agreed decision. In the event of no agreed decision, the matter will be referred to the Assistant General Manager for a final decision after necessary consultation with the Central Office. Shifts system need not be uniform for all departments. The shifts will be so organised as to ensure that no employee is made to work for more than 44 hours in a week subject to no employee being made to work for a spread over in excess of what is permissible under the Factories Act, 1948.

26. The Union agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this Agreement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Agreement.

27. Except as specified in clauses 2, 3, 4, 6, 8, 9 and 10 this Agreement shall not have any retrospective effect.

28. No payment due or made prior to the date of this Agreement on the basis of emoluments already drawn by the workmen covered by this Agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fee for staff quarters occupied by them from a date prior to this Agreement coming into force.

## 29. Adjustments

29.1 The ad hoc payment of Rs. 40 per month already made to the workmen under Staff Notification No. D. Pers/57 dated the 28th March 1970 shall be adjusted in its entirety against Special Allowance payable to the workmen as stated hereinbefore and the ad hoc payment of Rs. 40 shall be discontinued thereafter.

29.2 The interim payments made to the workmen pursuant to the Order dated 14th October, 1971 of NIT in reference NIT-1 of 1970 shall be adjusted in their entirety against any dues which may be payable under this Agreement, and such interim payments shall be discontinued hereafter.

## 30. Period of Agreement

This Agreement will remain in force till 31st March, 1973.

31. The increased salary and allowances under this Agreement will be paid from January, 1972 salary onwards and all efforts will be made to pay the arrears arising out of the implementation of this Agreement as early as possible but not later than the 29th February, 1972.

32. The parties hereto agree that they will make joint application to the National Industrial Tribunal in reference NIT-1 of 1970 praying that a consent Award may be passed in terms of this Agreement.

Dated this the 10th January, 1972.

## Witnesses

1. (Sd.) ILLEGIBLE.

2. (Sd.) ILLEGIBLE.

1. (Sd.) ILLEGIBLE.

2. (Sd.) ILLEGIBLE.

1. (Sd.) M. K. BASU  
Director of Personnel

2. (Sd.) KRIPAL CHAND,  
Joint Financial Controller.  
For the Employers

(Sd.) P. K. MAJUMDAR,  
General Secretary  
For the Workmen.

## NAMES OF PARTIES:

Indian Airlines

AND

Air Corporations Employees' Union

## Representing Employer:

1. M. K. BASU  
Director of Personnel.
2. A. C. BOSE  
Chief Audit Officer.

## Representing Workmen:

1. S. K. ROY CHOWDHURY  
President
2. P. K. MAJUMDAR  
General Secretary.

## Whereas:

(a) The Air Corporations Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands to Indian Airlines (hereinafter referred to as "the Management") with its letter dated the 27th May, 1968, in respect of categories of workmen in grades 1 to 9 and Cabin Attendants.

(b) The Management with its letters dated the 13th September, 15th September, 23rd October, 1968 and 22nd January, 1970, served on the Union a list of certain measures *inter alia* for obtaining increased efficiency and productivity and for better utilisation of manpower.

(c) Several meetings were held from time to time between the Management and the Union in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties.

(d) As a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government.

(e) By its Order dated the 2nd November, 1970, the Government of India, Ministry of Labour, Employment & Rehabilitation (Department of Labour & Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference.

(f) After the reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof an Agreement was signed on 2nd June, 1971, in respect of the categories in the then existing following scales of pay:—

- (i) Rs. 100—5—150—10—190
- (ii) Rs. 130—5—150—10—200—15—230
- (iii) Rs. 150—10—200—15—230
- (iv) Rs. 150—10—200—15—245—20—285
- (v) Rs. 200—15—245—20—345
- (vi) Rs. 150—10—200—15—245—20—385—25—510

(g) After 2nd June, 1971, a further agreement was reached between the Indian Airlines and the Union on 10th January, 1972 in respect of the undermentioned categories:—

(a) Technical workmen in the following existing scales of pay other than technical categories of staff in Aircraft Engineering workshops:—

- (i) Rs. 245—20—385—25—510
- (ii) Rs. 325—20—385—25—560—40—640
- (iii) Rs. 410—25—560—40—720—50—770.

(b) Cabin Crew in the existing scale of pay of Rs. 385—25—560—40—720—50—770.

(c) (i) Carpenters, Tailors, Masons and Plumbers in the existing scale of pay of Rs. 200—15—245—20—385—25—510.

(ii) Tailors and Carpenters in the existing scale of pay of Rs. 325—20—385—25—560—40—640.

The National Industrial Tribunal made an Award on 28th July, 1971 (which has since been published in the Gazette of India dated the 28th August, 1971) in terms of the Agreement dated 2nd June, 1971. A copy of the agreement dated 10th January, 1972 has been submitted by the parties to the National Industrial Tribunal with the prayer that a consent Award be made in terms thereof.

As a result of further negotiations between the Management and the Union, the parties have arrived at the Settlement herein contained in respect of the categories specified in para 1 hereunder.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows:—

1. This Settlement is only in respect of the non-technical categories of workmen in the following existing scales of pay (hereinafter referred to as 'workmen'):—

- (i) Rs. 325—20—385—25—560—40—640
- (ii) Rs. 385—25—560—40—720
- (iii) Rs. 435—25—560—40—720—50—870

and is in full and final settlement of the Union's Charter of Demands and the demands of the Management set out in the Order of Reference dated the 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen.

## 2. Scales and Grades of Pay

2.1. The scale of Rs. 325—20—385—25—560—40—640 has already been interlinked with the scale of Rs. 150—10—200—15—245—20—385—25—510 in terms of the Settlement signed between the Management and the ACEU on 2nd June, 1971. The parties agree that the service conditions arising out of note 5 below para 1 of Section III of the Settlement dated the 1st February, 1967 between Indian Airlines and the ACEU in respect of the scale of Rs. 325—20—385—25—560—40—640 and the Settlement dated the 31st January, 1968 in conciliation between the Management and the ACEU in regard to implementation of the above mentioned note 5 shall become inoperative forthwith. The scale of Rs. 325—20—385—25—560—40—640 shall, however, be allowed as personal to the present incumbents in this scale as on date. But for purposes of seniority and other terms and conditions of service, they should be deemed as having merged with the workmen in the interlinked scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. There will be no change in the existing scales of pay of Rs. 385—25—560—40—720 and Rs. 435—25—560—40—720—50—870 and the Union drops and gives up its other demands in respect thereof.

2.3. All the workmen in the scales of pay referred to in clause 1 hereof shall be granted, a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as 'Pay' for the purpose of Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the minimum of Rs. 80 per month.

2.4. The "Special Allowance" shall be calculated on the actual 'Pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the "Special Allowance" will be calculated on the basis of the actual 'Pay' drawn.

2.5. The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.6. The "Special Allowance" shall be paid with effect from 1st April, 1969.

3. *Transport Allowance.*—The workmen shall be granted a Transport Allowance at the rate of Rs. 35 per month with effect from 1st April, 1969.

4. *Washing Allowance.*—The workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8 per month with effect from 1st March, 1971.

5. *Flying Allowance.*—Workmen detailed on flying duties shall be paid a Flying Allowance at the revised rate of Rs. 5 per flying hour, with effect from 1st March, 1971.

6. *Meal Allowance.*—Workmen will be entitled to Meal Allowance at the following revised rates:—

Breakfast	Rs. 2.00
Lunch	Rs. 4.00
Tea	Rs. 1.50
Dinner	Rs. 4.00

Other conditions regarding the grant of Meal Allowance shall remain unchanged.

7. *Transfer to Outstations.*—Transfers to outstations where Indian Airlines have or may have offices will not exceed three years except in difficult stations, namely, Assam, Manipur, Tripura, Siliguri and Khajurao where such period will not exceed one year.

8. The Union hereby drops and given up its demands pertaining to workmen covered by this Agreement raised in their Charter of Demands dated 27th May, 1969 or before the National Industrial Tribunal in reference NIT-1 of 1970.

9. The Union agrees that privilege leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 5 days in the case of those working 5-day week and 6 days in the case of others. Privilege leave can also be availed of in excess of the aforementioned three occasions on grounds of self sickness alone provided the workman has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

10. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

11. The Union concedes the necessity of measures of rationalisation consistent with Tripartite Resolutions of Indian Labour Conference and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency to reduce costs and to step up its productivity in the larger interests of the employees, Corporation and the country.

12. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operations of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

13. The Union agrees that it will fully and wholeheartedly cooperate with the Management in maintaining discipline, increasing efficiency and improving productivity.

14. The Union agrees to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of

Corporation's work on special holidays, such as death of a VIP.

15. The Union agrees to the discontinuation of the grant of substitute day off to the workmen working in shifts detailed on overtime duty in continuation of the normal duty period when such normal duty period is followed by a rostered off-day.

16. The Union agrees to the introduction of 5-day week for non-shift workmen at such of its administrative establishments as the Management may decide from time to time. The weekly working hours on introduction of 5-day week will remain unchanged. 5-day week means that workmen in any of the establishments who are at present working full day from Monday to Friday and half day on Saturday shall hereafter work 5 full days per week from Monday to Friday. Saturday and Sunday will be observed as weekly holidays.

17. *Shift System.*—The Corporation may revise from time to time the shift arrangements at the different bases, both in regard to the composition of the shifts as well as the shift timings, so as to meet the variations in workload. This may include the provisions of alternate night shift. Before the shift arrangements are revised, the revision will be discussed with the Union and every endeavour will be made to reach an agreed decision. In the event of no agreed decision, the matter will be referred to the Assistant General Manager for a final decision after necessary consultation with the Central Office. Shifts system need not be uniform for all departments. The shifts will be so organised as to ensure that no employee is made to work for more than 44 hours in a week subject to no employee being made to work for a spread over in excess of what is permissible under the Factories Act, 1948.

18. The Union agrees that no demands in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this Agreement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Agreement.

19. Except as specified in clauses 2(6), 3, 4 and 5 this Agreement shall not have any retrospective effect.

20. No payment due or made prior to the date of this Agreement on the basis of emoluments already drawn by the workmen covered by this Agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fee for staff quarters occupied by them from a date prior to this Agreement coming into force.

21. *Recruitment and Promotion Rules.*—It is agreed that vacancies in the Officers grade (Grade 10/12 in the Commercial Department to which workmen of the AGEN category are eligible for appointment will hereafter be filled up on the following basis:—

By promotion (as per the existing Recruitment and Promotion Rules)	30 per cent
By selection from within the workmen in employment	30 per cent
By open recruitment from outside at which the workmen in employment will also be eligible to compete	40 per cent
Total:	100 per cent

22. *Adjustments.*—The *ad hoc* payment of Rs. 40 per month already made to the workmen under Staff Notification No. D. Pers./57 dated the 28th March, 1970 shall be adjusted in its entirety against Special Allowance payable to the workman as stated hereinbefore and the *ad hoc* payment of Rs. 40 shall be discontinued thereafter.

22.2. The interim payments made to the workmen pursuant to the Order dated 14th October, 1971 of NIT in reference NIT-1 of 1970 shall be adjusted in their entirety against any dues which may be payable under this Agreement, and such interim payments shall be discontinued hereafter.

23. *Period of Agreement.*—This Agreement will remain in force till 31st March, 1973.

24. The increased salary and allowances under this Agreement will be paid from March, 1972 salary onwards and all efforts will be made to pay the arrears arising out of the implementation of this Agreement as early as possible but not later than the 31st March, 1972.

25. The parties hereto agree that they will make joint application to the National Industrial Tribunal in reference NIT-1 of 1970 pray in that a consent Award may be passed in terms of this Agreement. Dated this the 15th February, 1972.

Witnesses:

1. M. K. BASU,  
Director of Personnel.
2. A. C. BOSE,  
Chief Audit Officer  
For the Employers.
1. S. K. ROY CHOWDHURY,  
President
2. P. K. MAJUMDAR,  
General Secretary.  
For the Workmen.

#### ANNEXURE I

#### MEMORANDUM OF SETTLEMENT UNDER SECTION 18(1) READ WITH SECTION 2(p) OF THE INDUSTRIAL DISPUTES ACT, 1947:

##### NAME OF THE PARTIES:

1. Employer—Indian Airlines.
2. Workmen in Grades 3 to 9 in technical categories of staff in Aircraft Engineering Workshops, excluding the Motor Transport Workshop in Indian Airlines represented by Indian Aircraft Technicians' Association, a trade union registered under the Indian Trade Union Act, 1926, hereinafter referred to as the Association

##### Representing Employer:

1. Shri A. H. Mehta, Director of Engineering.
2. Shri K. N. Kathju, Director, Boeing Project.
3. Shri M. K. Basu, Director of Personnel (of Indian Airlines, New Delhi).

##### Representing Workmen:

1. Shri J. F. Mendonsa, President, I.A.T.A.
2. Shri H. K. Ghosh, General Secretary, IATA.

Whereas the workmen in Grades 3 to 9 in technical categories of staff in Aircraft Engineering Workshop, excluding the Motor Transport Workshop in Indian Airlines, through their Trade Union namely Indian Aircraft Technicians' Association, hereinafter referred to as the Association, raised certain demands upon the Indian Airlines, hereinafter referred as the Corporation, and the Corporation also raised certain demands upon the afore-mentioned workmen, all of which are the subject matter of adjudication before the National Industrial Tribunal, presided over by Shri Mahesh Chandra.

And whereas after negotiations between the parties hereto, they have arrived at an amicable settlement of the subject matter of the demands of the workmen and the demands of the Corporation upon the workmen it is agreed between the parties to sign this Settlement

in terms thereof, which are set out hereinbelow on this the 25th day of December, 1971.

This Settlement fully and finally disposes of all the disputes between the aforementioned categories of workmen and the Management and the parties agree that there are no other outstanding disputes in respect of these categories.

In the light of this settlement the parties will file a joint application before the N.I.T. presided over by Shri Mahesh Chandra praying that no award should be made in case of Technical categories covered by the Settlement in order to avoid any possible conflict between the terms as laid down in this Settlement and the award.

#### Terms of Settlement

##### General

##### 1. Applicability:

Aircraft and Plant Technicians in the Engineering Workshop of Indian Airlines in the following existing scales of pay will be covered:—

- (i) 245-20-385-25-510.—Technicians.
- (ii) 325-20-385-25-560-40-640.—Senior Technicians.
- (iii) 410-25-560-40-720-50-770.—Chargehands, Examiners.
- (iv) 460-25-560-40-720-50-920.—Foremen, Senior Examiners.

##### Section I:

##### 2. Scales of Pay:

2.1. With effect from 1st March, 1971 the following modifications in the scales of pay of the categories indicated below shall be made:—

- (a) The existing scale of pay of Rs. 245-20-385-25-510 applicable to Technicians and the existing scale of Rs. 325-20-385-25-560-40-640 shall be interlinked to constitute the scale of Rs. 245-20-385-25-560-40-640.
- (b) Senior Technicians in the existing scale of Rs. 325-20-385-25-560-40-640 will be placed in the revised scale of Rs. 385-25-560-40-720-50-770 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scales will remain unchanged, except in the case of those drawing less than Rs. 385, whose pay will be fixed at Rs. 385 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.
- (c) The existing scale of pay of Rs. 410-25-560-40-720-50-770 applicable to Chargehands and the existing scale of pay of Rs. 460-25-560-40-720-50-920 shall be interlinked to constitute the scale of Rs. 410-25-560-40-720-50-920.
- (d) Examiners in the existing scale of Rs. 410-25-560-40-720-50-770 will be placed in the revised scale of Rs. 460-25-560-40-720-50-920 with effect from 1st April 1969.
- (e) With effect from 1st March 1971 those of the Examiners/Senior Examiners who possess the approvals prescribed by the Corporation in this behalf will be redesignated as Inspectors and placed in the revised scale of Rs. 640-40-720-50-1170. Such Examiners/Senior Examiners who do not possess the aforementioned approvals will be required to obtain such approvals in three chances or within a period of one and a half years whichever is earlier, from the date of this Settlement. In case they obtain these approvals they will be redesignated as Inspectors from the date they obtain such approvals and placed in the revised scale of Rs. 640-40-720-50-1170 retrospectively

from 1st March 1971. Such of the Examiners/Senior Examiners who are unable to obtain such approval, at the expiry of one and a half years from the date of this Settlement will be redesignated as Chargehands and placed in the scale of Rs. 410-920 with protection of pay. Simultaneously, the designation of Examiner/Senior Examiner will be abolished and the respective scales of pay will cease to operate.

- (f) The pay and dates of increment of the Examiners on being placed in the revised scale of Rs. 460-25-560-40-720-50-920 with effect from 1st April 1969 will remain unchanged except in the case of those drawing less than Rs. 460 whose pay will be fixed at Rs. 460 in the revised scale, and in such cases the next increment will fall due on 1st April, 1970. Similarly, the pay and dates of increments of Examiners/Senior Examiners who are placed in scale of Rs. 640-40-720-50-1170 with effect from 1st March 1971 will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.
- (g) The Foremen in the existing scale of Rs. 460-25-560-40-720-50-920 will be placed in the revised scale of Rs. 640-40-720-50-1170 with effect from 1st March, 1971. The pay and dates of increment of the workmen, on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale, and in such cases the next increment will fall due on 1st April, 1972.
- (h) Future appointments to the cadre of Inspectors will be made by selection on the basis of merit, and subject to the candidates passing the necessary examinations and obtaining the approvals prescribed by the Corporation from time to time.

2.2. A cadre of Inspector 'A' will be created in the scale of Rs. 750-50-1000-100-1200. Appointments to the cadre of Inspector 'A' will be made by selection on the basis of merit and subject to the candidates passing the necessary examination and obtaining the approvals prescribed by the Corporation from time to time. The dearness allowance admissible to the grade of Inspector 'A' will be as under:—

Basic Pay	Dearness Allowance
Rs.	Rs.
750	187
800	192
850	198
900	205
950	211
1000	217
1100	227
1200	237

The Corporation reserves the right to rationalise the dearness allowance to the N.I.T. rates by suitable adjustments in the structure of emoluments without any change in the total emoluments at each pay stage in the aforesaid scale of pay.

2.3. Except to the extent hereinabove provided there shall be no change in the scale of pay applicable to the workmen and the Association drops and gives up its demand in respect thereof.

### 3. Special Allowance:

3.1. All the workmen in the scales of pay referred to in Clause 1 hereof shall be granted a Special allowance equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of

Indian Airlines Employees Provident Fund Regulations, 1955, subject to a minimum of Rs. 80 per month.

3.2. The 'Special Allowance' will be calculated on the actual 'pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of actual 'pay' drawn.

3.3. The 'Special Allowance' referred to above shall not be taken into account for consideration for the purpose of any other allowance or emoluments or for any other purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

3.4. The 'Special Allowance' shall be paid with effect from 1st April 1969.

### 4. Transport Allowance:

4.1. With effect from 1st April, 1969 all workmen shall be granted a Transport Allowance of Rs. 35 per month.

4.2. With effect from 1st March, 1971 the Foremen and Inspectors placed in the grade of Rs. 640-40-720-50-1170 will be paid a Transport Allowance of Rs. 50 per month.

4.3. Inspectors' 'A' will be eligible for a Transport Allowance of Rs. 50 per month.

### 5. Washing Allowance:

The workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the rate of Rs. 8 per month with effect from 1st March, 1971.

### 6. Driving Allowance:

The existing rate of Driving Allowance of Rs. 20 per month paid to such of the workmen who are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, will be revised to Rs. 30 per month with effect from 1st March, 1971. Other conditions regarding grant of this allowance shall remain unchanged.

### 7. Radio Telephone Allowance:

The existing rate of Radio Telephone Allowance of Rs. 20 per month being paid to Radio Technicians and to Technicians who are working in the Radio Overhaul Shop holding R.T. Licence and whose licence is utilized by the Corporation will be raised to Rs. 30 per month with effect from 1st March, 1971. Other conditions regarding the grant of this allowance shall remain unchanged.

### 8. Flying Allowance:

Workmen while flying on duty to outstations to rectify snags, carry out routines, etc. with effect from 1st March, 1971 shall be paid a Flying Allowance of Rs. 5 per hour for every hour spent in Flight calculated to the nearest hour.

### 9. Technical Pay:

A technical pay of Rs. 100 per month will be paid to Inspectors 'A'.

### 10. Special Allowance on Outstation Posting:

Workmen covered by this Settlement, if and when assigned independent charge of an outstation and required to sign Transit 'A' in addition to their normal duties will be paid an allowance of Rs. 75 per month with effect from 1st March, 1971 for the period of such posting.

**11. Bad Environment Allowance:**

The workmen when required to enter the Fuel Tanks of the aircraft for carrying out repairs, will be paid an allowance of Rs. 7 per day.

**12. Approval Allowance:**

With effect from 1st March, 1971, the payment of Approval Allowance will be discontinued. However, the existing employees who are in receipt of Approval Allowance on the date of this Settlement will be given suitable protection to ensure that there is no drop in their emoluments.

**13. Meal Allowance:**

The rates of Meal Allowance will be revised as under from the date of this Settlement:

Breakfast	..	Rs. 2.00
Lunch	..	Rs. 4.00
Evening Tea	..	Rs. 1.50
Dinner	..	Rs. 4.00

Other conditions regarding the grant of this allowance shall remain unchanged.

**Section II**

**14. Privilege Leave.**—The Association agrees that privilege leave should be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 8 days at a time. Privilege Leave can also be availed of in excess of the aforementioned three occasions on grounds of self-sickness alone provided the workman has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed of on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

**15. Reporting Relationship.**—The Association agrees that the Technicians/Senior Technicians/Chargehands/Foremen shall take instructions from any officer/Supervisory staff such as AME/ARME, Technical Officer and Engineer who is assigned area/section/sub-section as in-charge. In the Maintenance Division the area of supervision will be as assigned by the shift-in-charge from shift to shift. This will not affect the present system of determining the requirement of Chargehand/Foreman in the Section/Areas.

**16. Performance of Incidental Duties.**—The Association agrees that Technicians/Senior Technicians/Chargehands/Foremen/Inspectors shall perform incidental duties such as blanking, packing, requisitioning of parts, filling up of labels, shifting of parts, maintenance and upkeep of work place, tools, equipment, driving of a vehicles/equipment by authorised personnel, etc. However, technicians will not be deployed for incidental duties on a continuous basis. Also Aircraft Technicians will carry out incidental plant maintenance of a break-down/preventive nature, equipment build up, etc. as need arises under appropriate supervision. Similarly, plant technicians would undertake work on Aircraft/Aircraft components in exigencies.

**17. Training—Approvals—Welders & Inspectors.**—The Association agrees that Welders and Inspectors shall undertake training or obtain necessary approvals for such assignments as determined from time to time within a reasonable period to be stipulated by the Corporation.

**18. Class Room/Practical/On-The-Job Training.**—The Association agrees that Technicians/Senior Technicians/Chargehands/Foremen/Inspectors shall accept class-room and practical on-the-job training imparted

from time to time, as deemed necessary by the Corporation for the purpose of obtaining proficiency, conversion to new types and general technical know-how.

**19. Transfers/Rotation.**—The Association agrees that the Technicians/Senior Technicians/Chargehands/Foremen/Inspectors shall accept transfer/rotation from one trade to another and from one division/section to other division/section which will be done normally in case of redundancy or depletion of workload on voluntary basis (wherever necessary, staff will be trained prior to such transfers). If volunteers are not forthcoming, the transfers will be done on the seniority basis subject to suitability. Within the division or from division to division, the Technicians/Senior Technicians/Chargehands/Foremen/Inspectors shall accept work allotment at any place of work covering even from one trade to another to meet the exigencies of work. Any problem of seniority arising out of merging the section to form a division as indicated below will be discussed with the Association:

(i) Line Maintenance, Major Maintenance and Aircraft Overhaul will be considered as one division.

(ii) Airframe accessories overhaul as one division.

(iii) Maintenance and overhaul of Electrical, Instruments and Radio as one division.

**20. Standard Timings for Jobs.**—The Association agrees that the workmen shall accept standard timings for various jobs, productivity techniques and performance evaluation thereof, including accountability by the Chargehand for laid down performance standards.

**21. Overtime.**—The Association agrees that:

21.1 The workmen shall accept termination of overtime at any time depending on the extent of work. Detailing staff for overtime will be decided by the sectional/divisional head depending on the extent and nature of work.

21.2 No overtime allowance/substitute time off will be admissible in respect of workmen who may be detailed for duty due to exigency of Corporation's work, on special holidays e.g. celebration of centenary, death of a VIP, etc.

21.3 The grant of a substitute day off to workmen when detailed to work on overtime in continuation of their normal shift duty, when such normal shift duty is followed by a rostered day off, shall be discontinued.

**22. Rationalisation Measures.**—The Association concedes the necessity of measures of rationalisation and the Corporation's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity.

**23.** The Association agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

**24.** The Association agrees that it will fully and whole-heartedly co-operate with the Corporation in maintaining discipline, increasing efficiency and improving productivity.

**25.** Except where specifically stated nothing contained in this Settlement shall have retrospective effect.

**26. Payment of Arrears.**—The increased salary and allowances under this Settlement will be paid from January 1972 onward and all efforts will be made to pay the arrears arising out of the implementation of this Settlement as early as possible, but not later than 15th February, 1972.



27. The Association hereby drops and gives up its demands pertaining to Dearness Allowance, Technical Pay, Qualification Pay, Shift Allowance, Outstation Allowance, House Rent Allowance, Hardship Allowance, Working Hours, Licence Fee, Outstation Posting, Children Education Allowance, Overtime Allowance, ESI and Group Medical Scheme, Insurance Coverage and Special Leave.

28. The Association agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this Settlement involving financial commitment on the part of the Corporation will be made during the pendency of this Settlement.

29. No payment due or made prior to the date of this Settlement on the basis of emoluments already drawn by the workmen covered by this Settlement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to the date of this Settlement.

### 30. Adjustments:

30.1 The *ad hoc* payment of Rs. 40 per month already made to the workmen under Staff Notification No. D. Pers/57 dated 28th March, 1970 shall be adjusted in their entirety against 'Special Allowance' payable to the workmen as stated hereinafter and the *ad hoc* payment of Rs. 40 shall be discontinued hereafter.

30.2 The interim payments made to the workmen pursuant to the order of the National Industrial Tribunal dated 14th October, 1971 in reference N.I.T. 5 of 1970 shall be adjusted in their entirety against payments to be made under this Settlement towards Special Allowance, Transport Allowance and Washing Allowance respectively and such interim payments shall be discontinued hereafter.

31. *Period of Settlement.*—This Settlement will remain in force till 31st March, 1973 and thereafter in accordance with the provisions of the Industrial Disputes Act, 1947.

## Section III

### 32. Applicability:

32.1 All these rules for increase in productivity covered under Section II and III of this Settlement will be applicable to all workmen covered by this Settlement.

32.2 All previous agreements, rules of productivity and practices which are not specifically modified, altered or superseded by this Settlement shall continue to remain in force.

33. *Productivity/Flexibility Allowance.*—In consideration of the Association accepting terms of this Settlement as set out in Sections II and III, the Corporation agrees to pay the following amounts by way of Productivity/Flexibility Allowance with effect from 15th January, 1972:

To Technicians/Senior Technicians	Rs. 35 per month
To Chargehands	Rs. 40 per month
To Inspectors/Foremen	Rs. 50 per month

33.1 *Shift System.*—(a) The introduction of any shift pattern and shift timings will be first discussed at Superintendents level and, in case of no agreement, will be discussed with the Chief Engineer who will give his decision. If there is any disagreement with Chief Engineer, the Association can represent to Regional Director for a final decision. The Corporation may also introduce alternate night shift unbalanced shift, etc. subject to no workman being made to work for more than 44 hours in a week as at present.

The composition of the shift strength and spread-over will be decided by the Shift Incharge/Sectional Head/Divisional Head.

The workmen shall accept rostered unbalanced shift and there shall not be any stipulation as regards the minimum strength etc. The application of this will be entirely left to the Shift/Section Incharge.

(b) The shift system may not be uniform for all departments. The Chief Engineer will have the authority to introduce any improved shift system.

(c) If the time of arrival/departure of an aircraft happens to fall during the rest/meal/tea intervals, the workmen shall first attend to the aircraft and thereafter avail of rest/meal/tea intervals.

(d) The charge of shift duty can be affected normally by giving a notice of one week except in emergency.

33.2 *Split Duty.*—(a) Wherever necessary a workman may be called upon to work in split duty, the spread-over whereof shall not exceed 12 hours.

(b) Maximum duty period for staff working 44 hours per week shall not normally exceed 6-1/2 hours per day for a workman who is called for duty twice a day and 5-1/2 hours when he is called on duty for more than twice a day.

(c) In case where a workman is called upon to perform duty more than once in a day, he will be provided with transport from his normal place of residence to his place of work and back for the second and subsequent portion of the split duty or in the alternative be eligible for transport allowance of 50 paise per round trip for second and subsequent portion of split duty. In cases of hardship at some outstations, the matter can be referred to Regional Director for his decision on enhanced rate of transport allowance. The discretion to provide transport allowance as provided herein in lieu of transport shall vest solely with the Corporation.

33.3 *Overtime.*—(a) The number of workmen detained or called to perform overtime work and the period for which they are required to perform such work will be decided by Shift Incharge/Sectional/Divisional Head of the department concerned at their discretion. Even in the rostered shifts, any short fall in strength would be the matter for decision of the shift-in-charge. It will not be binding on the shift-in-charge to maintain shift strength by keeping staff on overtime.

(b) No workman shall refuse to work overtime when called upon to do so.

(c) At outstations where the services are not scheduled to touch daily overtime wages shall be payable only when the total number of hours worked by a workman exceed 44 in a week or where the total number of hours worked by a workman during a day exceed 9 hours.

(d) In cases of Normal Shift workers, the number of workmen required to work on a holiday and the period of such work shall be at the discretion of the Corporation.

(e) If a workman rostered for duty on an afternoon shift (except the last afternoon shift which is followed by a night shift) works overtime for the whole of the following night shift, he shall be allowed a compensatory day off. If any workman rostered for duty on the last afternoon shift (which is followed by a night shift) is required to work overtime for the whole of the night shift, he shall report for work at the scheduled time in the following night shift.

(f) If a workman rostered for duty on the morning shift (except the last morning shift which is followed by an afternoon shift) works overtime for the whole of the afternoon shift, he shall report for work in the following morning shift, at the expiry of 11 hours from the close of such afternoon shift. If, however, a workman rostered for duty on the last morning shift (which



is followed by an afternoon shift) works overtime for the whole of the afternoon shift, he shall report for work at the scheduled time in such afternoon shift.

(g) A workman who works overtime otherwise than for a complete shift shall be allowed a rest of 11 hours after the termination of such overtime work and before he resumes his normal work thereafter.

33.4 *Deduction for lateness and unauthorised absence for a part of the duty period.*—Late attendance by workmen covered under the Factories Act, 1948 shall be governed by the following rules:—

- (a) In case of late attendance upto 10 minutes on a day, upto maximum of 4 times in a calendar month, no deduction in wages shall be made thereof.
- (b) Any late attendance upto 30 minutes subject to the provisions of sub-para 1 hereof, shall be deemed to be absence for 30 minutes for the purposes of deduction of wages.
- (c) A workman reporting late in excess of 30 minutes on any day shall be liable to be disallowed from attending duty. Provided, however, in case of public emergency such as riots, curfew, natural calamities resulting in mass dislocation of system of public transport, the Departmental Head, on receiving the request in writing from the workmen concerned, may allow them to join duty even on late attendance in excess of 30 minutes, and such workmen shall not be entitled to any wages for the period of lateness, rounded to the next half an hour. Provided further that in cases covered under the proviso hereinbefore the Regional Director may in his discretion authorise wages for such late attendance, where he is satisfied that sufficient extenuating circumstances exist.
- (d) The workman while leaving the work for medical attendance or for attending work not connected to his main work shall leave only with prior permission of his section head/shift-in-charge through an appropriate system of passes prescribed by the Corporation in this behalf.
- (e) The workmen shall report at the workshop ready for work at the start of the shift activities. Similarly the workmen are not to stop work before the actual break up take place.

33.5 *Flexibility of work.*—(a) The workmen in the Maintenance Division shall, if required, also perform duties relating to normal maintenance work on aircraft in addition to attending departures/arrivals of aircraft.

(b) No workman, at any time, shall during his scheduled working hours or when detained on overtime, refuse to perform any duty at any place, which may be allotted to him provided the nature of such duty is within the purview of the job for which he has been employed by the Corporation.

33.6 *Surveillance Inspection.*—The Association agrees to the introduction of a system of surveillance inspection in the Engineering Department whereby workmen covered by this Settlement shall discharge such additional responsibilities as may be envisaged by the sys-

tem. While working out the details the Association will be consulted.

Dated this the 25th day of December, 1971.

Sd/- M. K. BASU

Sd/- A. H. MEHTA

1. For and on behalf of Indian Airlines

Sd/- K. N. KATHJU

2. For and on behalf of Indian Aircraft Technicians' Association.

Witnesses:

Sd/- KRIPAL CHAND  
25-12-1971.

Sd/s J. F. MANDONSA  
25-12-1971

Sd/- J. P. SAXENA

Sd/- H. K. GHOSH

25-12-1971.

25-12-1971

Sd/- 25-12-1971.

Sd/- 25-12-1971.

## ANNEXURE II

### BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

REFERENCE NO. EIT-1 OF 1971

In the matter of an Industrial Dispute between the employers in relation to the Air India and their workmen as represented by:—

- (1) The Indian Aircraft Technicians Association, Bombay;
- (2) The Air Corporation Employees Union;
- (3) The Air India Inspectors Association, Bombay.

#### PRESENT:

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

#### APPEARANCES:

*For the Employers.*—Shri Sohrab Vinadalal, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor, S. K. Nanda, Chief Personnel Manager K. A. Sapat, Industrial Relations Manager.

*For the Employees.*—Shri H. K. Somani, Advocate, with Sarvashri J. F. Mendonsa and F. X. Fernandes, for the IATA.

Shri C. G. Nadkarni,

Shri P. A. Varhadkar, President,

Shri K. S. Mani, for the Air India Inspectors Association.

Shri Madan Mohan, with Shri P. K. Mazumdar Shri Uttam Singh, Shri V. M. Fernandes, for the A.C.E.U.

#### (AWARD)

The Central Government by an Order No. L 11011/2/71/LR-III dated 24th February, 1971, referred for adjudication under section 10 of the Industrial Disputes Act, 1947 the following dispute as given in the Schedule attached to that Order:—

#### SCHEDULE

"I. Whether the demands of the Indian Aircraft Technicians Association in respect of the following matters are justified? If so, to what relief are they entitled?

1. Pay Scales and fitment.
2. Dearness Allowance.
3. Technical Pay.
4. Qualification Pay.
5. Approval Allowance.
6. Conveyance Allowance.
7. Hobart driving allowance.
8. Flying Allowance.
9. Shift Allowance.
10. Meal Allowance.
11. Outstation Allowance.

12. House Rent.
13. Special Allowance for outstation duties.
14. Hardship Allowance.
15. Bad Environment Allowance, Insurance Coverage and Special Leave.
16. Working House.
17. Licence Fee.
18. Radio Transmission Allowance.
19. Washing Allowance.
20. Outstation Posting.
21. Children's Education Allowance.
22. Over Time Allowance.
23. Employees State Insurance and Group Medical Scheme.
24. Insurance Coverage for the Aircraft Technicians.

II. Whether the demands of the management of Air India in respect of the following matters for increasing efficiency, productivity and discipline are justified? If so, what directions are required in these matters?

#### 1. Shift Pattern and Duty Timings.

- (i) Flexibility in regard to shift working, shift timing, duty hours, rest intervals and meal breaks.
- (ii) Transfer of staff from one shift pattern to another.
- (iii) Inter-sectional and inter-divisional transfers to employees.
- (iv) Avoidance of wastage of time during working hours.
- (v) Regulation of weekly working hours.
- (vi) Termination of overtime duty.

#### 2. Leave, Offs etc.

Procedure for granting or availing of various kinds of leave and avoidance of unauthorised absence and overstaying of leave.

#### 3. Duties, Trade Demarcations etc.

- (i) Duties and trade demarcations in respect of employees of the Engineering Department and performance of duties which are incidental to their main functions.
- (ii) Introduction of surveillance inspection scheme in the workshops.
- (iii) Supervision of work of foremen, chargehands and technicians by the Aircraft Maintenance Engineers.
- (iv) Implementation of various productivity improvement techniques.

#### 4. Miscellaneous.

- (i) Adoption of proper grievance redressal procedures.
- (ii) Display of Association's notices, statements and holding of meetings during working hours etc.
- (iii) Provision of staff uniforms and wearing of uniforms and identification badges.
- (iv) Promotion procedures in respect of technicians and charge-hands.
- (v) Selection of cleaners for Trainee Technicians."

The demands of the Indian Aircraft Technicians Association (here-in-after called the IATA) are contained in the following Charter of Demands submitted to the Management by IATA on 23rd, June, 1961.

## INDIAN AIRCRAFT TECHNICIANS' ASSOCIATION

(CENTRAL OFFICE)

CALCUTTA

### CHARTER OF DEMANDS

RE: Revision of Pays, Wages and Allowances of the different categories of Aircraft Technicians/Technicians engaged in Air India.

The following categories of Aircraft Technicians in the employ of Air India shall be placed in the revised Scales of pay and allowances shown against the nomenclature and designation of each:—

#### Demand No. 1—Technical Pay:

1. Aircraft Technicians	435—25—560—40—720—50—1020 (15 years)
2. Sr. Aircraft Technicians	640—40—720—50—1020—100—1220 (10 years)
3. Master A/Technicians	770—50—1020—100—1320— (8 years)
4. Asstt. Foreman	870—50—1020—100—1420 (7 years)
5. Inspectors	870—50—1020—100—1420 (7 years)
6. Foreman	1020—100—1520 (5 years)
7. Inspectors Grade I	1020—100—1520 (5 years)
8. Asstt. Supdt. (Production)	1120—100—1320—200—1720 (5 years)

NOTE:—(a) "Chargehand" to be redesignated as "Asstt. Foreman" all "Examiners", "Sr Examiner" to be redesignated as "Inspector" (in IA only).

(b) Fitment: Staff shall be fitted on point to point basis from the date the grades were last revised.

(c) Plant Technicians attending to powered Aircraft Ground Support Equipments shall be placed at par with Aircraft Technicians in respective grades.

(d) Best of the Plant and other Technicians shall be placed in a scale 10 per cent less than the Aircraft Technicians in all grades.

#### Demand No. 2—Dearness Allowance:

Dearness Allowance shall be considered on the basis of the Bounav working Class Consumer Price Index No. 516:1964. For every rise in ten points over the basic index of 516 an additional Dearness Allowance of Rs. 5 (Rupees Five only) per month shall be paid to each employee.

#### Demand No. 3—Technical Pay:

Technical Pay shall be payable to the Aircraft Technicians as under:—

Aircraft Technicians,	15% of the basic subject to a
Sr. Aircraft Technicians.	minimum of Rs. 90/- p.m.
Master Aircraft Technicians.	15% of the basic subject to a
	minimum of Rs. 120/- p.m.
Asstt. Foreman,	15% of the basic subject to a
Foreman and Inspectors	minimum of Rs. 150/- p.m.

**Demand No. 4—Qualification Pay:**

Qualification pay shall be payable to the Aircraft Technicians as under:—

Aircraft Technicians	} Rs 100/- per month.
Sr. Aircraft Technicians	
Master Aircraft Technicians	
Asstt Foreman, Foreman and Inspectors	

**Demand No. 5—Approval Allowance:**

Approval Allowance of Rs. 50 per approval shall be paid to all Inspectors and Approved Welders subject to a maximum of Rs. 200 per month. All Approved welders shall be put into Asstt. Foreman's Grade.

**Demand No. 6—Conveyance Allowance:**

Conveyance Allowance of Rs. 50 shall be paid to all trades and grades of IATA, per month.

**Demand No. 7—Hobart Driving Allowance:**

Aircraft Technicians authorised to Drive Hobarts, G. P. Units and other Aircraft Equipments shall be paid Rs. 50 per month.

**Demand No. 8—Flying Allowance:**

Aircraft Technicians while flying on duty shall be paid Rs. 10 per hour. (Technicians required to go to outstations to rectify snags, carry out Night Stop Routine etc. while on normal duty and flight duty).

**Demand No. 9—Shift Allowance:**

Aircraft Technicians Categories working in rotating shifts shall be paid 25 per cent of the Basic Pay per day while working in Morning and Afternoon Shifts and 75 per cent of the Basic Pay per day while in Night Shift.

**Demand No. 10—Meal Allowance:**

Meal Allowance shall be payable to all Aircraft Technicians' Categories as under:—

Breakfast . . .	Rs 5/- per meal.
Lunch . . .	Rs. 8/- per meal.
Dinner . . .	Rs 10/- per meal.

**Demand No. 11—Outstation Allowance:**

- (i) All Outstations in India shall be treated as 'A' Class Cities for Indian Airlines and Air India and an increase of 50 per cent allowance on existing rate shall be paid.
- (ii) Technicians who are required to attend outstation breakdown duties shall be paid outstation allowance at the rate admissible to them even in cases where such duties fall less than 24 hours.

**Demand No. 12—House Rent:**

House Rent shall be paid to the IATA categories at the rate of 15 per cent of the Basic pay.

**Demand No. 13—Special Allowance for outstation Duties:**

Technicians required to maintain ground support equipment and sign through-flight inspection, shall be paid a special allowance equivalent to 50 per cent of the Basic Salary which should be included for the purpose of overtime, Provident Fund etc. At outstations where A/C Technicians are required to attend duties for more than one Sunday in a month, the Additional Sunday so attended shall be compensated at the rate of double the wages applicable.

**Demand No. 14—Hardship Allowance:**

In outstations where suitable facilities such as transport, housing etc. are not available hardship allowance equivalent to Rs. 400 per cent per month shall be paid to each Aircraft Technicians.

**Demand No. 15—Bad Environment Allowance, Insurance Coverage, Special Leave:**

Aircraft Technicians, working in Integral Tanks, Electroplating Section, High Voltage Equipment and Battery Shop, Engine Testing shop, Propeller Grinding Shop, Dope Plastic and Spray Painting Shop, shall be paid an allowance of Rs. 10 per day and granted special Leave where applicable.

**Demand No. 16—Working Hours.**

Five Day Forty Hours a week shall be the maximum working hours for all Aircraft Technicians Categories.

**Demand No. 17—Licence Fee:**

Licence Fee of Rs. 100 shall be paid to staff possessing Licence (for ungraded AMEs ARM' only).

**Demand No. 18—R. T. Allowance:**

R. T. Allowance of Rs. 50 shall be paid to staff holding R. T. Licence.

**Demand No. 19—Washing Allowance:**

Washing Allowance of Rs. 10 shall be paid to all Aircraft Technicians categories.

**Demand No. 20—Outstation Posting:**

Period of posting shall be 90 days (Ninety days) for each term.

**Demand No. 21—Children's Education Allowance:**

Per Child	Monthly Annually	
	Rs.	Rs.
Nursery Stage . . .	15	200
Primary Stage . . . . .	10	120
Higher Secondary Stage . . .	15	200
University Stage . . . . .	25	300
Post Graduate stage . . . . .	50	600

This allowance shall be applicable to each child of an employees (Maximum four).

**Demand No. 22—O. T. Allowance:**

Over Time Pay shall be exempted from Income-Tax.

**Demand No. 23—E.S.I. and Group Medical Scheme:**

These schemes shall be abolished and the Management shall take direct responsibility to provide medical facilities to the family of employees or ensure payment of monthly Medical Bills for the employees' family.

**Demand No. 24—Insurance Coverage for the Aircraft Technicians:**

Technicians who will be required to carry out "Flight Duties" and attend to "Break-Down Duties" at Outstations, shall be covered by flight Insurance.

NOTE: (1) The Association reserves the right of further modification and addition of demands, if necessary.

- (2) This revision of Pay Scales and Allowances shall be implemented with effect from 1st January, 1969.

H. K. GHOSH, Gen. Secy.  
Camp. Delhi.

On receipt of the reference from the Central Government the parties were directed to file their Statement by 16th March, 1971 and Rejoinders and documents by 14th April, 1971 and the cases was fixed for Issues and Preliminary hearing on 17th April, 1971. No Statement of Demand was filed by the parties on 16th March, 1971. On 24th March, 1971 an application was received from the Air India Inspectors Association praying that they may be made a party to the proceedings in this Reference. The Management filed

their Statement of Demands on 30th March, 1971. On 5th April, 1971, the Management and the IATA filed a Settlement dated 29th March, 1971. Along with this Settlement, an application was made by the Management and the IATA for a Consent Award in terms of the Settlement.

The application of the Air India Inspectors Association for being made a party to the Reference also came up for hearing on 5th April, 1971. The allegation of the Air India Inspectors Association was that the IATA had no right to represent the category of Inspectors since the majority of Inspectors were members of the Inspectors Association and there was no community of interest between the Inspectors and the IATA.

The IATA opposed the application and contended that it was the only recognised Union of the Technicians and that it alone had sponsored the dispute between the Technicians and the Air India and that the Reference specifically referred to their demands. The IATA further pleaded that even if there were some Inspectors who were not members of the IATA, they were not entitled to be represented by the Air India Inspectors Association but only by the officers of any Association or Union. The same was the position taken up by the Air India.

After considering Sections 10(1A) and 2(k) of the Industrial Disputes Act, it was held by this Tribunal that while the use of the words "any person" in Section 2(k) of the Act shows that the subject matter of industrial dispute referred may relate to only one workman or more, the parties to the dispute must, even in the case of a workman, be workmen in plural and not only one workman and that this gave the scope for a Union or Unions to sponsor an industrial dispute.

It followed from Section 18(3)(a) and (d) and Section 2(k) and Section 10(1A) of the Industrial Disputes Act read together that the workmen, who were employed in the establishment or part of the establishment concerned to which the dispute related on the date of the dispute and all persons who subsequently became employed in future in that establishment or part of the establishment, would be bound by the Award of the Tribunal. It was consequently not open to any one Union or the employers to exclude representatives of workmen concerned of the establishment or part of the establishment concerned other than the IATA from taking part in the adjudication if they want to take part in them.

On behalf of the Air India, reliance was placed on Section 36 of the Industrial Disputes Act. After considering the provisions of this Section, it was held that the Inspectors who were not members of the IATA would be entitled to be represented by an officer of any registered trade union of which they were members and if they were not members of any trade union by an officer of any trade union connected with, or by any other workman employed, in the industry in which the particular workman was authorised to do so in the prescribed manner.

It was then pointed out on behalf of the management and the IATA that the Reference was confined only to the demands of the IATA. It is true that the jurisdiction of this Tribunal is limited to the Order of Reference. But although the Tribunal cannot go beyond the provisions of the Order of Reference it does not debar the workmen or the Inspectors who are not members of the IATA to appear and participate in the proceedings even in respect of Part I and they would be entitled to be represented by an officer of the Air India Inspectors Association of which they may be members. Moreover, the Order of Reference in Part II relates to certain demands of the Air India. Many of these demands would affect the category of Inspectors also who could not be denied their right to reply and meet the demands of the management

insofar as they were concerned. For this reason the Inspectors who were not members of the IATA could not be excluded from appearing and participating in the proceedings.

For all these reasons, my detailed order dated 6th April, 1971 permitted Inspectors who were not members of the IATA to be represented by the Chairman and the General Secretary of the Inspectors' Association who were held entitled to appear and take part in the proceedings of the case within the above-mentioned limits and have their say on the agreement arrived at between the Air India and the IATA.

After filing the settlement dated 28th March, 1971, the IATA did not file any Statement of Demands or Rejoinder, on 14th April, 1971. The Air India Inspectors Association filed their objections on 16th April, 1971 against the joint application of the management and the IATA dated 29th March, 1971 for an Award or the basis of the Settlement. On 20th April, 1971, the ACEU also applied for being made a party to the Reference. Shri H. K. Sowani, on behalf of the IATA, stated that no demands were made by the IATA, in respect of Mukadams, Carpenters, Tailors, Masons, Plumbers and Teleprinter Mechanics Tailors, Masons, Plumbers and Teleprinter Mechanics and that consequently they were out of the Reference. He stated further that some of the Aircraft Technicians, though very few, were members of the ACEU and that these members could be represented before the Tribunal by the ACEU through its office bearers or its Counsel. The management agreed with Shri H. K. Sowani. The ACEU also agreed. Consequently, by my Order dated 20th April, 1971, the members of the ACEU were, as agreed to by the parties, allowed to take part and to be represented in the proceedings by the ACEU through its office bearers.

Shri Madan Mohan, Counsel for the ACEU, then wanted time to file objections against the Settlement between the IATA and the Air India. Shri K. S. Mani for the Inspectors Association also wanted time to file further objections after they had received a copy of the Charter of Demands. Both of them were allowed to file their objections, if any, on 26th April, 1971 and the objections were filed on that date. The Air India was allowed time to file their rejoinder. They took several adjournments for the purpose because of the absence of their Counsel abroad and filed their rejoinder to the objections on 11th August, 1971. Thereafter, on 18th August, 1971 the date for the evidence, a request was made by Shri C. G. Nadkarni, on behalf of the Air India Inspectors Association that he would examine his Witnesses in support of the objections and would also request that the Tribunal may visit the Workshop at Santa Cruz. Shri Nadkarni further stated that he would not go beyond the limitations of the wage-scales mentioned for the Inspectors and Inspectors-A in the IATA's Charter of Demands. But to prove that the Inspectors and Inspectors-A were entitled to these wage scales demanded, he would lead evidence on every aspect of the question to justify his claim for the full demand mentioned in the Charter of Demands.

Witnesses were examined on 6-9-71, 7-9-71, 22-9-71, 8-10-71, 9-10-71, 21-10-71 and 22-10-71 and the case was fixed for arguments on the next day, i.e. 23rd October, 1971. But the parties wanted time to study the statements of the witnesses before addressing their arguments to the Tribunal. Meanwhile, another Settlement dated 22nd September, 1971 was filed by the IATA and the Management of Air India, on 9th October, 1971 along with an application for an Award on the basis of that Settlement also and the IATA and the Management of Air India prayed that a Consent Award be given in terms of that Settlement. The case was fixed for arguments of the Management and the IATA on 13th November, 1971 and those of the ACEU and the Inspectors on 20th November, 1971 in view of the Con-

ference from 15th November, 1971 onwards which the representatives of the ACEU had to attend. The ACEU and the Inspectors who wanted to file objections against this Settlement of 22nd September, 1971, were also permitted to file by 1st November, 1971, and the Air India and the IATA were allowed to file their replies to those objections by 10th November, 1971. Case was fixed for evidence on this second Settlement of 22nd September, 1971 on 22nd November 1971 and for arguments on 23rd November, 1971. The parties did not want to adduce separate evidence on the Settlement of 22nd September, 1971.

Arguments were, accordingly, heard on 13th November, 1971, 20th November, 1971, 22nd November, 1971, 23rd November, 1971, and 24th November, 1971.

The entire scheme of the Industrial Disputes Act is to ensure individual peace and there is not the slightest doubt that in an industrial dispute, greatest importance has to be attached to the collective bargaining which has a higher place than either arbitration or adjudication. A settlement arrived at after collective bargaining, is likely to achieve much more than any arbitration or adjudication so far as industrial peace is concerned. Accordingly, Section 18(3) of the Industrial Disputes Act provides that a settlement arrived at in the course of conciliation proceedings under the Act, shall be binding not only on all parties to the industrial dispute, but also on all other parties summoned to appear in the proceedings as parties to the dispute unless an opinion is recorded by the Board (arbitrator), Labour Court or Tribunal, as the case may be that they were so summoned without proper cause. It is also binding on all persons who were employed in the establishment or part of the establishment, as the case may be, to which the dispute relates on the date of the dispute and all persons who subsequently become employed in that establishment or part. Sub-Section (3) of Section 18 thus puts the settlement on the same footing as an Award.

The contention of the learned counsel for the management is that since the IATA is the recognised union under the Code of Discipline, the Settlement has ordinarily to be accepted and can be interfered with only on one or more of the following four grounds:—

- (i) complete hush-up leading to unrest rather than peace;
- (ii) had on industrial policy, for instance, retirement at the age of 40;
- (iii) complete or palpable injustice;
- (iv) fraud or corruption or when it is established that it is a stooge union which has entered into the settlement.

The Industrial Disputes Act, as such, does not give any special place to a recognised union. All the registered unions; having a sufficient number of members, occupy more or less the same place in the eye of law. It cannot, however, be denied in the present case that the very demands, which are the subject matter of reference, are only the demands of the demands of the IATA. Consequently, due importance has to be given to a Settlement arrived at between the IATA, which raised the demands and the management so far as this reference is concerned. Even then, apart from the four grounds emphasised by the learned counsel for the management the Tribunal has to satisfy itself in this case, as in all other cases of Settlements, that the Settlement is just and fair and beneficial to the workmen as well as the management. It is the Tribunal which has to give an Award and that Tribunal has to be satisfied on these points even though it is based on a Settlement between Management and the Union which raised the demands.

In this connection, we had to consider the objections of the Inspectors' Association as well as the A.C.E.U. against the Settlement.

The Inspectors' Association filed their objections on 15th April, 1971, 24th April, 1971, and 8th June, 1971. The case for the Inspectors Association is that it represents more than 90 per cent of the employees of the Inspectors category and the IATA does not represent more than 3 employees of this category. Consequently it is the Inspectors Association and not the IATA which represents the category of Inspectors the Settlement of 29th March, 1971 is incomplete as it leaves the category of Senior Technicians undetermined. The relative status and wage differential between the subsequent categories can only be determined after those of the Senior Technicians is settled between the parties for it is only when the intermediate category is fixed that subsequent category can be properly determined. The Clauses relating to the Inspectors and Inspectors 'A' are prejudicial to their interests as the category of Inspectors and Inspectors 'A' are comparable to those of AMEs-II and AMEs-I respectively and wage scale drawn by A.M.E.-II and A.M.E.-I is the proper scale for the category of Inspectors and Inspectors 'A' respectively. The Settlement ignores the category of Inspectors 'A' altogether and wrongly equated the category of Inspectors with that of a Foreman, while the function of an Inspector is superior to that of a Foreman. The job of Inspectors and Inspectors 'A' is on all fours with that of A.M.E.-II and A.M.E.-I respectively. The settlement also ignores the principles of wage fixation and relegates the category of Inspectors to an inferior position and undermines their status and salary scale. In the year 1948, the scales of Inspectors were approximately equal to those of AME-I but when the responsibilities of Inspectors increased and their jobs became identical with AME-II and AME-I, there was a greater divergence between the salaries of Inspectors and AMEs-II and I by the scales introduced in 1949, 1959 and 1966 to the prejudice of the Inspectors. Apart from the clauses relating to salaries, there are other provisions of the Settlement which prejudicially affect the status of Inspectors as shown in Clause 14.1 to 14.5 of the Settlement. For instance, Clause 14.1 provides that the Tech/Chargehands/Foremen shall take instructions from the officer/supervisory staff, such as AME/ARME/Tech. Officer and Engineers, etc. The said Clause should be changed to include the category of Inspectors from whom the instructions should be taken by the Tech/Chargehands/Foremen, and the category of Inspectors should be deleted from Clause 14.2. As for Clause 14.5 Inspector is required to obtain a fresh approval in addition to his initial approval as a result of transfer or rotation. He should be compensated with an approval allowance of Rs. 50 per additional approval. The grievance of Inspectors is that before their own Association was formed, they were the members of the ACEU till 1966 and being a smaller group in larger union of a general character, their interests were not properly represented, although the qualification, training and technical competence for Inspectors/Inspectors 'A' and AMEs-II/AMEs-I are identical. The Inspectors are also required to pass qualifying examination held by the Corporation as approved and recognised by the DGCA and even for obtaining an AME licence a person has to appear for the Licence Examination held by the DGCA. The standard of the examination is the same. Even in the IATA's Charter of Demands the pay scale was:

Inspectors—870—50—1020—100—1420.

Inspectors 'A'—1020—100—1520.

while the pay scales drawn by AME-II at present are only Rs. 750—50—1000—100—1200 and by AMEs-I Rs. 1000—100—1500, the Inspectors/Inspectors 'A' should be awarded the wage scale keeping in view the likely increase in the scales of AMEs-II/AMEs-I. Then the Inspectors' Association mentions the other demands of the IATA in their Charter of Demands and presses demands Nos. 1 to 6. It does not press for the other

demands under the Order of Reference before this Tribunal. As regards the financial burden on the Corporation, the total annual burden on account of new scales and other allowances is not likely to be more than Rs. 1,30,000 and in view of the unbroken series of profits earned by the Corporation and its sound financial position, the burden will not be heavy on the Corporation in view of the job content also of category of AME-II/Inspectors and TME-I Inspectors 'A' which are identical, it would be unfair to have different sets of service conditions for persons doing the same job.

This was the case of the Inspectors Association which accordingly claimed that the pay-scale and relative allowances of Inspectors and Inspectors 'A' should be revised so as to bring them on par with those of AME-II and AME-I respectively.

So far as the Inspectors case on the point that the agreement is incomplete is concerned, we find that there has been a second agreement on 22nd September, 1971 which no longer leaves the scope for this contention.

As for the rest, the contention of the learned counsel for the management is that the main claim of the Inspectors Association is that the Inspectors and Inspectors 'A' should be equated with AMEs-II and AMEs-I respectively and that the Settlement is consequently unfair to them. There are also, according to the contention of the learned counsel for the Management, three side issues urged by the Inspectors Association:—

- (i) disturbances of parity;
- (ii) lowering of the status of Inspectors; and
- (iii) the neglect of the Inspectors all along after 1948.

The ACEU repeats the contention of the Inspectors Association that the Settlement is incomplete. As we have already seen, there has been another Settlement on 22-9-1971, removing the grounds for this contention. It is also urged by the ACEU that certain enormous conditions in respect of work have been imposed on the excluded categories. The next objection of the ACEU is that the existing differentials and relativity between different scales of pay have been disturbed violently by the Settlement and that for lower grades the increase granted is much less than what has been granted to the higher ones. According to the ACEU that should not be done without a proper job evaluation and until the Job Evaluation Committee has submitted its report and proper differentials are determined. It suggests its own scales on the basis of 38.13 per cent rise given at the start of the existing pay-scale of Rs. 460—920 and 27.17 per cent at the ceiling by revision of pay-scale to Rs. 640—1170. For Senior Technicians, it suggests the pay-scale of Rs. 460—820, pay-scales suggested by the ACEU are as follows:

Categories	Existing	Demand
Carpenters, Tailors, Masons etc.	200—15—245— 20—285—25— 510	285—25—560— 40—640
Technicians	245—20—285— 35—510	345—25—500— 40—640
Senior Technicians	325—25—500— 40—640	460—25—560— 40—720—50— 820.
Chargehand	410—25—560— 40—720—50— 720	560—40—720— 50—970
Examiners and Foremen	460—25—500— 40—720—50— 920	640—40—720— 50—1170
Inspectors	750—50—1000— 100—1200	1000—100— 1500

The ACEU further contends that the award should also prescribe the method of adjustment of the existing basic pay into the revised scale of pay in order to provide the benefit of revised pay-scale to the existing employees on point to point basis and that 15 per cent increase in the existing pay as "special allowance" is not a substitute for adjustment in the revised scale. The ACEU has no objection against the "Transport Allowance" provided for in the Settlement Clause Nos. 4 to 13, 15, 16 and 17 thereof. As for Clause 14.1, the ACEU contends that there is no system of determining the requirement of a Chargehand/Foreman in the Section/Area and that this clause of the Settlement is vague and that the issues covered by this Clause is not a matter of industrial dispute and is beyond the jurisdiction of this Tribunal. It is further pointed out that the provisions of Clause 14.2 of the Settlement would render the employees working in the Progress Section redundant and that the abolition of the Progress Section without any corresponding benefits to the technicians would affect the prospects of non-technicians. With regard to Clause 14.3 to 14.6, the objection is that they are not industrial disputes. In respect of Clause 14.7, the contention of the ACEU is that the IATA is not competent to come to any Settlement on this point as it covers the non-technical staff.

We may consider first the objections of the Air-India Inspectors Association. The first contention of the Inspectors Association is that by this Agreement, they have been relegated to a disadvantageous position. This contention is without force as will be evident from their own Written Statement. Even in 1948 the starting salary for AME-II and I was much more than that of the Inspectors. Although the maximum of the Inspectors Grade was Rs. 600/- while that of AME-II was Rs. 450/-, that of AME-I was higher than that of the Inspector, being Rs. 650/-. In 1949, as shown in para 36 of the written Statement of the Inspectors Association dated 8-8-1971, the starting scale of AME-II was raised to Rs. 450/- while that of the Inspectors was only Rs. 125/-. The maximum of AME-II was also raised to 600 which was the maximum of the Inspectors Grade also. The starting salary of AME-I was raised to Rs. 600/- and the maximum to Rs. 1000/-. In 1959, the starting salary of the Inspectors was only Rs. 250/- while that of AME-II was raised to Rs. 600/-. The maximum of Inspectors Grade remained at Rs. 600/- while the maximum of AME-II was raised to Rs. 1000/-. In 1966, the minimum starting salary of Inspectors was Rs. 460 and the maximum Rs. 920/-, while the starting salary of AME-II was Rs. 750/- and the maximum Rs. 1200/-. The starting salary of AME-I was raised to Rs. 1000 and the maximum of Rs. 1500. It will thus be seen that over since 1949 and, particularly, from 1959, the AME-II and AME-I have been in a much better position than the Inspectors. In fact the post of Examiner was created in 1948 and lasted till 1966 when the Examiners were termed as Inspectors. Mr. Justice Khosla had the Settlement Award with AMEs-II before him when he gave the scale of Rs. 460—920 to the Examiners. The present settlement does not therefore relegate them to a position worse than what they were occupying. In fact, the Agreement dated 27-7-1966 equated them with the post of foreman. Although there has been an improvement in the pay scale of the Inspectors, their equation with foremen has not come for the first time in the IATA's Agreement with the management, but was also there in the Agreement of 1966.

It is then contended that they have, all along, suffered because they were not properly represented by their own Association and were members of a Union which had the majority of members of other categories. This contention is also without force. We find that from 1959 onwards they have always had a raise in their starting salaries and in 1966 in the maximum also which was really a higher raise not only on percentage basis but also quantitatively, for the raise in AME-II

and AME-I's maximum was only of Rs. 200/- while in the case of Inspectors, it was Rs. 320/-. Really, the reasons for the lower position of Inspectors as compared to that of AMEs are found elsewhere and not in the fact of their representation by the ACSU.

In fact, the Inspectors Association itself admits in para 10 of its Written statement dated 8-6-1971 that by the Agreement dated 22-7-1966 not only the designation was changed, but there was also some improvement in the pay-scales of Inspectors. It is also admitted by the Inspectors Association in para 13 of its Written Statement dated 8-6-1971 that by the Agreement of May 9, 1969 between the ACEU and the Management, the Inspectors got a higher dearness allowance.

The Khosla Award revised the scales further by marging the dearness allowance into the basic salary on 22-1-1966. After that there was a further agreement on 22-7-1966 between the ACEU and the management re-designating the Examiners as Approved Inspectors and there was also admittedly an improvement in the wage structure. The Inspectors Association calls it a slight improvement. But if we compare it with the pay scale of Rs. 250—600, we find that there is a substantial increase in the pay scales which were raised to Rs. 480—920 with effect from 1-6-1966. It cannot, therefore, be said that the ACEU was not fighting for improvement in the scales of Inspectors. If they could not get what they wanted, it was because in the case of an agreement, it is always a question of give and take between two parties to the agreement. Even then what they gained for the Inspectors was, by no means, insignificant and there is no substance in the charge that the ACEU were not properly representing the Inspectors case. Shri K. S. Mani himself admits that there was increase in the minimum of emoluments from Rs. 185/- to Rs. 250/- even by the Award in terms of the Agreement of May 9, 1960. He further admits that Justice Khosla introduced a dearness allowance pattern of 65 to 100 in place of the old D.A. pattern and revised the grade of Examiners to Rs. 410—770. This was in itself, on the admission of Shri K. S. Mani himself, a huge jump from the scale of Rs. 250—600. It is further admitted by Shri K. S. Mani that as a result of the negotiations made by the ACEU, the grade of Rs. 480—920 which was much above the Khosla Award grade, was introduced for the category of Inspectors. They, thus, got their advantage as a result of the ACEU's efforts. It was stated by Shri K. S. Mani that the ACEU's Secretary gave them an understanding that he would demand a particular grade for them from the management. Exbt. INS-M-1/2 in that letter. The ACEU had not thus ignored their case.

It would not be correct to say that every body the ACEU, the IATA and the management is against the Inspectors. After all, the IATA has also as its members Senior Technicians who look forward to their becoming Inspectors in future. The IATA itself and its members are, therefore, naturally interested in the proper pay scales for the Inspectors.

The main grievance which the Inspectors have against the ACEU, the IATA and the management is that the Inspectors have not been equated with AME-II and Inspectors-A with AME-I. This is a claim which the Inspectors Association has to substantiate on merits and not only on the ground that their interests have not been properly looked after by the ACEU or the IATA.

It was contended by the Inspectors Association that the AMEs Association, the ACEU and the IATA relied the position that the category of Inspectors are on par with AME-II/I, at a joint meeting of the above Association/Union held at AMEs Association Office on 4-4-1968, wherein the following Resolution was passed:—

".....3. The Inspectors by nature of duties and functions assigned to them are doing and shall be doing the similar duties jobs as AME-II and also because in future they are required

to prove their merits by way of test/examination, they were/are entitled to same wages as AMEs-II....."

Exbt. 'C' which contains the minutes of the meeting itself shows that the Resolution was subject to ratification before it could be taken up with the management. The evidence shows that nobody except the Inspectors ratified the Resolution. The Resolution could not, therefore, bind either the ACEU, AMEs Association or the IATA. Paras 16 to 34 of the written Statement of Inspectors Association dated 8th June 1971 deal mainly with the claim for equation of Inspectors with AME-II and Inspectors' 'A' with AMEs-I, and paras 35 and 36 compare their pay-scales. They also refer to a Written Statement filed by the management and give extracts of that Written Statement in Exbt. 'E' attached to their Written Statement it was recognised by the management that in fact the Inspectors were doing better than licensed engineers so far as certification of airworthiness was concerned. This contention is without force. Clause (b) of paras 7 and 8 of the Written Statement in Exbt. 'E' amended to the Written Statement of Inspectors Association dated 8th June 1971, itself says 'There are many specialist tasks which are better undertaken by persons who breadth of experience is insufficient to qualify them for a licence'. This clearly speaks of the insufficiency of the Inspectors' breadth of experience to qualify them for a licence. In other words, their experience insofar as its breadth is concerned is of a such lower level than that of an AME for the Inspectors could not qualify for a licence because of the insufficient breadth of experience. In fact, as will be evident from the entire Written Statement filed by the Management that the AMEs had in fact claimed that the recruitment and employment of Approved Inspectors was unsafe for aircraft and was a breach of the Agreement. It was in reply to this contention of the AMEs Association that the management had in its Written Statement stressed the necessity for having Inspectors also and stressed that it would not be possible for the required degree of specialisation of all aspects of the aeroplane to be attended to by one person and stressed also the specialisation by a person who had risen from the ranks to the post of Inspector. It is, however, incorrect to say, as already pointed out, that the management, in the Written Statement, put the Inspectors on a higher status and grade than the AME-II or that the qualifications of an Inspector or an AME-II were similar. In fact, the Inspectors Association in its Written Statement of 8th June 1971, is not satisfied by calling them similar but goes on to say that the job content of the category of AME-II and that of Inspector is identical in every respect. This is not in accordance with the full Written Statement of the management of which Exbt. 'E' attached to the Written Statement of 8th June 1971 of the Inspectors Association contains only the extract.

As for the equation of Inspectors with AMEs on merits, we shall now consider in detail the evidence on record—oral and documentary.

Shri K. S. Mani, an Inspector (WW-1), is the main witness on behalf of the Inspectors' Association. He admits that the Inspectors and AMEs were never on equal status and that the emoluments of AME-II were much higher than the Inspectors in the past. Shri K. S. Mani stated that both the Inspectors and the AMEs carry out their certification duties within the scope of the approved set-up. It is this scope which actually makes all the difference. It was then stated by Shri K. S. Mani that there is absolutely no distinction between the work carried on by the AMEs and Inspectors. This Statement is clearly incorrect. Shri D. P. Nimkar is the Engineering Manager (Overhaul) of the Air India. He started working in 1947 as a Mechanic Grade I. This shows that he has complete experience from bottom upwards to top of his Department and can speak of syllabi etc. having risen to the top from the post of a humble mechanic and has the right to



speak of the work of the technicians, Inspectors as well as the AMEs. He passed the examination of AMEs also. He stated that the people authorised to certify and inspect are Inspectors and AMEs, that the Inspectors were authorised to certify under the limited scope and that the Inspectors and AMEs are doing the certification and inspection work under their own approvals. He has clearly stated that the work of the two is not the same although the standard of quality control is what is laid down by the DGCA authorities. Certainly, whatever work is done on an aircraft, must be of the highest quality, for we are concerned there with the safety of not only of the aircraft but of the life of the passengers. That does not, however, mean that there is not distinction between the work carried on by the AMEs and Inspectors.

There are a number of Departments in which there are no Inspectors, but only AMEs. For instance, as admitted by Shri K. S. Mani himself, in the Engine Testing Department, there is no Inspector. After the engine is completely assembled, it is tested in the Engine Test house as per schedule. Any defect noticed is rectified and finally passed as serviceable by the staff working there. Shri K. S. Mani admits that there the work is done by the AMEs and that no Inspectors are allotted to the Test House.

Then Shri K. S. Mani states that the syllabi for the AMEs and the Inspector are mostly similar and that as the syllabi is similar, the standard of examination must be similar. This is incorrect. Shri D. P. Nimkar's statement clearly shows that the syllabi are not similar. According to the Affidavit, the qualifications, training and experience required for the posts of AMEs are quite different and are higher than those required for the posts of Inspectors. An AME-III working in the Maintenance Division will have to appear for a written-cum-practical-cum-oral examination conducted by the DGCA either in respect of air frames or in respect of engines or in respect of both and then the DGCA will grant him either Licence 'A' or Licence 'C' or Licences A and C, as the case may be in respect of that type of aircraft in use in the Corporation on which he has worked as an AME-III. Thereupon, if he has been granted Licence A or Licence C as above, he will be appointed as an AME-II in the Maintenance Division. If, however, he has obtained both Licences A and C, then he will be appointed, subject to there being a vacancy, as AME-I in the Maintenance Division. As for the Overhaul Shop, an AME-III has similarly to appear for the written-cum-practical-cum-oral examination prescribed by the Corporation. This examination is in respect of an entire aircraft or engine of a particular type and the questions will relate to all sections of such aircraft or engine. This shows the difficulties of this examination. If he passes the examination, then he will be promoted as an AME-II, but he will be assigned to do the work of only two or three sections of the Overhaul Shop and not of all the sections. The sections to which he would be assigned would be those where there might be vacancies and where his services sought to be required by the Corporation. An AME-II who is working in the Maintenance Division will after completing the prescribed period of experience of work on engines, have to appear for a written-cum-practical-cum-oral examination conducted by the DGCA in respect of the engines in use in the Corporation and would have to pass such examination and obtain a C Licence in respect of engines which are in use in the Corporation. He would, thereupon, be eligible for promotion as an AME-I and would be promoted as such subject to there being vacancies. If there is no vacancy he would be given only a qualification pay, which is at present Rs. 100 per month. Similarly, an AME-II who holds a C Licence in respect of engines would, after prescribed period of experience of working on air frames, have to appear for the written-cum-practical-cum-oral examination conducted by the DGCA in respect of air frames pertaining to aircraft in use in the Corporation, and would

have to pass such examination and obtain 'A' Licence in respect of Air-frames pertaining to aircraft in use in the Corporation. Then he would be promoted as an AME-I and if there are no vacancies, he will be given a qualification pay of Rs. 100 per month. Similarly, an AME-II working in the Overhaul Shop would, after a prescribed period of experience as AME-II, be allowed to appear for the Corporation's written-cum-practical-cum-oral examination either for engine overhaul or air frame overhaul as the case may be. This examination would cover either all aspect of air frame overhaul or all aspects of engine overhaul, such as stripping, cleaning, processing, viewing, re-work, assembling and testing, including similar process on engine accessories. This examination, as deposed by Shri Nimkar, is much more difficult and stiffer than the one which the Corporation holds for an AME-II in the Overhaul Shop to become an AME-II. An AME-II who passes the above examination will become eligible to be promoted as an AME-I, subject, however, to there being vacancies and if there are no vacancies, he will get qualification pay of Rs. 100 per month. An Inspector, on the other hand, says Shri Nimkar, is recruited from the category of Aircraft Technicians. In order to become eligible for the post of Inspector, an Aircraft Technician has also to pass the written-cum-practical-cum-oral examination prescribed by the Corporation. But that examination is confined to elementary technical knowledge. After passing the examination he would be placed in the grade of Inspector and would thereafter be given practical training in restricted items/aspects of engine/air frame overhaul, such as one of the following: crack detection, inspection crankshafts, inspection of blades, etc. as might be required by the Corporation. After he has acquired the requisite proficiency in the opinion of the Quality Control Manager of the Corporation, his name is recommended for approval to the Controller of Aeronautical Inspection who would thereupon grant him the necessary approval in respect of these items only. After such approval is granted, he would be competent to certify the inspection done by him in respect only of those limited items for which he has been granted approval by the Controller of Aeronautical Inspection. We need not stress the words 'only' and 'limited'. But they clearly show the difference between the attainments of an Inspector and an AME. If an Inspector wants to become an Inspector 'A', he will have also to undergo the written-cum-practical-cum-oral examination. This examination will relate to an aircraft engine of a particular type but will not cover all Section of such engine. It will be restricted to some of the items and in two or three sections and not all sections of engine overhaul. This examination is therefore, limited and restricted in its scope and content then the examination which an AME-III has to pass for becoming an AME-II. After passing the examination, he is promoted as Inspector 'A' and is assigned two or three sections of the Overhaul Shop but his work is restricted to some items only in those sections. After the Quality Control Manager is satisfied that the person concerned has acquired the requisite proficiency in respect of the said items, his name is recommended for additional approvals to the Controller of Aeronautical Inspection who would, thereupon, grant him the necessary additional approval in respect of these items.

Shri Nimkar's Affidavit shows that the duties of an Inspector are confined only to a few items or aspects of work, such as crack detection, inspection of crankshafts, inspection of blades and that the scope of his duties and functions is a very restricted one. As for the duties of an Inspector A, they are confined to items in two or three sections of overhaul work, such as inspection of compressor, assembly of non-rotated items etc. and that of an AME-II relate to many items in two or three sections of overhaul work. The duties of an AME-I are very wide in their scope and nature and they cover all sections and aspects of overhaul work, namely, stripping, cleaning, processing, viewing,



re-work, assembly and testing, including similar processes on accessories of engines and air frames. On the basis of those duties and functions, Shri Nimkar goes on to say in his Affidavit that the certification work done by an Inspector is much more limited than that done by an AME-II and that an AME-I is qualified to certify major groups of engines or airframes. Shri Nimkar also produces the syllabi for Inspectors, Inspectors-A and AME-II to AME-I. Exbt. M-28 is the syllabus for Inspectors. It gives the items for written test. The written test would comprise of simple workshop calculations including mensuration, elementary arithmetic, calculation of areas of surfaces and plain figures and volumes of solids, simple geometric construction and use of algebra in simple calculations and elementary workshop practices. Item 2 of the Written Test consists of standard Inspection Procedures mentioned therein, Item 3, of Elementary Physics and Chemistry, Item 4, of Use and adjustment of Inspection tools and Instruments and Item 5, of Elementary knowledge of internal combustion engines (Piston or Jet Engines). Then we have the syllabus for the AMS trainees (Exbt. M-27). The Written Test consists of two Sections. Item (a) of the first Section is the same as item (1) of the Written Test for Inspectors. Clause (C) is the same as item (3) of the Written Test for Inspectors. Item 'B' of Section I contains at (b), (c), (d) and (e) the same requirements as mentioned in Clauses (a) to (e) of Item No. (2) of Inspectors Written Test. Item 'C' of Section I of AMEs Trainees Test is the same as Item (3) of the Inspectors. Item (a) of Section II of AME Trainees Test requires basic knowledge of internal combustion engines, Piston and Jet. Item No. (5) of Inspectors Test requires elementary knowledge of internal combustion engines (Piston or Jet Engines). When we come to the knowledge of basic features, Clause (b) of Section II consists of the basic features pertaining to Piston or Jet Engines maintained and overhauled by the Corporation. Then there are some options mentioned in Section II. There is also a list of books recommended for reference. When we come to the Test for promotion of AME-III to AME-II in Overhaul Shops, we find from Exbt. M-29 that the scope is much greater. Clause 'A' mentions general principles covering Theory of Flight and repair and overhaul of Aircraft components. Along with it there are 8 sub-clauses giving the details required in respect of mechanics of flight Kermods, Aircraft materials and processes-Titterton; Boeing Maintenance and Overhaul Manuals. Clause 'B' deals with General Principles of Gas Turbine Engines (or Piston Engines), Repair and Overhaul of Engines and Accessories. Exbt. M-28 is the syllabus for qualifying examination of Inspector Grade 'A' posts and Exbt. M-30 is the syllabus for AME-I. These documents clearly show that the syllabus for a test for promotion from AME-III to AME-II is much more elaborate, wider in scope than that of an Inspector. Similarly, the syllabus for AME-I is much more elaborate than the syllabus for Inspector 'A'.

Shri Nimkar's Affidavit further shows that once a person passes Inspector's Examination, he is straightaway appointed in the Inspector's Grade. On the other hand, a person who passes the AME trainee examination has to undergo thereafter practical-cum-theoretical training for a period of three years during which he continues to draw his existing emoluments and after completing such training he has to appear for the licence examination conducted by the DGCA and only if he succeeds in that examination he is appointed as an AME-II in the Maintenance Division of the Corporation. This shows that how much more difficult and stiffer the examination and training of an AME is as compared to that of an Inspector. The examination which an AME-II has to take for becoming AME-I, according to Shri Nimkar, is particularly stiffer and covers not only a very wide range of subjects, but it also requires a detailed and deep knowledge of such Branch of the various subjects. It is of

the same standard as the examination which the DGCA used to conduct for granting of 'B' and 'D' licences in respect of complicated engines and aircraft. Although both AME-II and Inspectors have to do inspection and certification work, as the Affidavit shows, the inspection and certification work done by an Inspector is confined only to one or two specific items in a section of the overhaul shop. Whereas the inspection and certification work done by an AME relates to more or all items in two or three sections and covers more than one group of the Overhaul Shop. Thus, the scope and extent of the inspection and certification work done by an Inspector is, according to Shri Nimkar, such narrower than that done by an AME-II. This, to a very great extent, is apparent from the statement of Shri K. S. Mani himself under cross-examination. As already mentioned, he admits that there is no Inspector in the Engine Testing Department and that any defect noticed, is rectified in the Engine Test House and finally passed as serviceable by the inspection staff working there and that that work is done only by the AMEs and not by the Inspectors.

It is admitted by Shri K. S. Mani that in 1969 all those who satisfied the condition of four years service as Inspector, appeared for the examination. He further admits that only 6 of the examinees passed the examination and that all of these were promoted. It was put to him that 36 Inspectors had appeared for the examination. He said that this may have been the number of examinees but he was not sure. Nor was he sure that 24 persons had appeared for the examination in 1970. But he was sure that only 4 of them passed the examination and were promoted. In March, 1971, similarly, he admits that only four of the examinees passed the examination and were promoted. It was put to him that 16 persons had appeared. He says that he cannot either confirm or deny it. It is, however clear from the admission of Shri K. S. Mani himself that avenues are open to the Inspectors for furthering their prospects by taking the examination meant for becoming an Inspector 'A'. Only a minimum experience is necessary and examinations are held every six or eight months. Shri K. S. Mani himself admits that he appeared for all the examination but he continues to be an Inspector as he could not pass the examination. It is also admitted by Shri K. S. Mani that there is an AME Trainee scheme and Inspectors can appear for the AME Trainee scheme. He admits that Shri P. A. Varhadkar and P. G. Modekar, Inspectors, appeared in 1970 for the Trainee Scheme and passed the written examination but they are still Inspectors. When Shri Nand was asked whether they failed in the oral test, he merely said that he did not know. He further admits that the Inspectors have got the opportunity to become AMEs like others in the Corporation if they pass the test. After AME Trainee Scheme they can appear for licence examination conducted by the DGCA and then they can become an AME. They work as AME Trainee for three years and after that have to appear for the DGCA's examination. He admits that there is a syllabus prescribed by the DGCA for the licence but he cannot say whether or not it was an elaborate syllabus.

Shri F. X. Fernandes (W.W.6) who is also an Inspector, stated that he appeared for the AME Trainee examination in the year 1965 or 1966 and failed. He then passed the written Inspectors Examination but was not selected the first time in the interview. Then he passed the next examination for Inspector's post. He categorically states that in the syllabus for the Inspector's examination, they had a choice and the scope was restricted depending upon the selection by the trainee for various groups like engine, air-frame, electrical accessories, instruments and electronics. In the syllabus for AMEs, general knowledge was required for all these various groups. He definitely states that the syllabus for the AME examination is wider.

Exhibit M-51 is a letter from the Dy. Engineering Manager, Jet Engine Overhaul Division to Mr. V. R. Iyer, A.M.E.-I, which says that as incharge of View Room, he was to deploy the staff under his charge in the section and was responsible for producing the task assigned to him consistent with the prescribed aircraft standards and to ensure that the optimum economy was achieved in material usage. It was further mentioned in this letter of 22nd November 1969 that AME-II, III, Inspector and even Inspectors 'A' will assist him in his day-to-day supervisory, production and inspection duties to whom he could delegate responsibility as necessary. Thus, it is clear that the primary charge was that of Shri V. R. Iyer, AME-I. AME-II, Inspectors and Inspectors-A, along with Foremen and Chargemen working in his section, were to assist him. Main supervisory, production and inspection duties were of Shri V. R. Iyer but he could delegate the responsibility as necessary, to his assistants also. Similar letters were issued on the same date to Shri K. J. Abraham, Shri F. P. Patel, I. J. Singh, all AME-I, in which also AME-II, III, Inspector and Even Inspectors 'A' were to assist while the overall charge was of these AMEs-I. Another letter (Exhibit M-58) was issued by Dy. Engineering Manager to Shri M. Shirali, AME-II on November 22, 1969 saying that Shri Shirali was to be incharge of Engine Dressing Section and was to deploy the staff placed under his charge in the Section to achieve the maximum efficiency and productivity. In this letter, AME-II Inspectors, Foremen and Chargemen were to assist him in his day-to-day duties and he was similarly given the authority to delegate responsibility as necessary to his assistants. Exhibit M-63 is the letter of the Dy. Engineering Manager to Shri S. K. Murthy, Inspector Grade-A saying that he was to assist Shri T. S. Srinivasan, AME-I in the day-to-day inspection, production and disciplinary control in his area. He was thus in overall charge but was merely to assist an AME-I.

Exhibits M-51 to M-53 thus, support the argument of the management that the grade of AME-I was higher than that of Inspector-A. In fact, the AMEs and Inspectors have different grades, different designations, different qualifications, different scope of approvals and different responsibilities. The use of the word 'assistance' in the case of Inspectors is also significant. All this will show that Inspectors cannot be equated to AME-II, nor can the Inspectors-A be equated to AME-I.

It was pointed out by Shri Nadkarni, counsel for the Inspectors Association that the approvals of many of the Inspectors were wider than those of AME-II. In this connection, he referred to the approvals of Shri K. S. Mani, Inspector, C. V. S. Mani, AME-II, V. G. Mordekar, M. I. Thomas and T. S. Srinivasan, all Inspectors. But as pointed out by Shri D. P. Nimkar MW-1 mere number of approvals does not matter but what is important is the nature of approvals. It appears from the documents on record that there are five groups of approvals: (i) Engine dressing and Engine stripping. There is no Inspector working in Engine stripping. The second is that of processing and the third of View Room. The fourth group is of Rework and the fifth of Assembly. AMEs are working in all the groups while Inspectors are not working in the Engine Dressing, testing and assembly. Each group consists of three Section A, B and C. Shri K. S. Mani was asked whether he agreed that generally speaking the approvals granted to AMEs are much wider than those given to Inspectors. He replied that he had not studied the approvals granted to AMEs and could not consequently give any opinion in the matter. He had, however, said earlier that the scope of certificates of AMEs and Inspectors was similar. When asked as to what the basis for that answer was when he had not studied the approvals, all that he could say was that he had not studied all the approvals. He had to admit further in cross-examination

that if the scope of certificates given by AMEs or Inspectors is wider, then the person having a wider scope should get higher salary. Approval Book of Shri P. A. Viradkar, Inspector, was compared with that of Shri M. J. Udvadia, AME-II. It was found that Shri Varhadkar, Inspector had approval only for one section i.e. section 3 under Group 7 is Accessory Section. On the other hand, Shri Udvadia, AME-II, as admitted by Shri K. S. Mani himself, had approvals for three groups and for all the four sub-sections of the Accessories Group. This is supported by the two approval books of the two persons. Exhbs. M-10 and M-11 respectively. Again, Shri K. N. Ramamurthi, AME-II has approvals for three major Groups of Jet Shop. Similarly, approvals of Shri R. N. Chuckerbutty in his Approval Book (Exbt. M-3) and of Shri V. R. Iyer in his Approval Book (Exbt. M-14) are much wider than those of Inspectors or Inspectors-A. It is also apparent from the approval book of Shri V. R. Iyer (Exbt. M-14) that he has approvals for the entire View Room and two other Groups. After so many Approval Books had been shown to Shri K. S. Mani, he admitted that the number of approvals for Inspectors are less than those of the AMEs. He also admitted that the certificates signed in the Overhaul Workshop are for fitness and not for air-worthiness. All that he could say was that they may finally be for air-worthiness also. He was then shown pages 126 and 127 of the Indian Aircraft Manual and he had to admit that they were the correct forms of certificates to be given by AMEs in the Maintenance and that no Inspector, not even an Inspector-A could give that kind of certificate. His explanation was that it was so because they were in the Maintenance Section. But he had to admit that under the Rules itself, no Inspector can be allowed to work in the Maintenance Section and the management cannot transfer them to that Section even if they wish. He had to admit that the form of Fitness Certificate was different from the form of certificate for air-worthiness.

Shri S. Narayan, Inspector-A (WW-2) had to admit that he has approval only for Group III, Mr. Iyer, AME-I had, in addition to approval for group III, also approvals for Group II and V. This clearly shows that there is no comparison between the number of approvals of AME-I and Inspector-I. Again, he had to admit that while Shri K. S. Mani had approval only in Group-II, sub-Section 4 and 5, Mr. C. V. S. Mani had got approvals in two Groups, i.e. IV and I. When he was shown the approval book of Shri R. N. Chuckerbutty, Shri S. Narayan could not contradict the cross-examining counsel that no Inspector-A had as many approvals as Shri R. N. Chuckerbutty vide Exhibit M-13. He also had to admit that the Inspector In-charge is himself an AME and has not risen from the rank of Inspector. Shri S. Narayan further admitted that he tried for AMEs post but he was not successful in the examination. He further admitted that the certificates given by AME are for the Maintenance Department and are known as certificates of safety for flight and that without such a certificate the Pilot cannot take off. It is also admitted that ground running of aircraft engines can only be done by AMEs and that after a part has been certified by the Overhaul Shop, it is fitted on to the engine and after that the certificate for safety of flight for the entire engine is given by the AME. It is also admitted by him that even after fuel control unit has been overhauled, certified and fitted to the engine, the AME may, if he finds some defect in the fuel pump unit, take it off and send it back to the overhaul shop. Thus, it is clear that it is not merely the number of approvals that matters but what is important is the nature of approvals and after examination of the Approval Books filed before this Tribunal we find that the nature of approvals of AME is much more important and wider than that of Inspector.

It is also important to note that an AME can be transferred to either overhaul or maintenance section with approval and licence respectively, while

there is no Inspector working in the Maintenance Section at all. Thus, whether we look at the qualifications or at the duties and responsibilities, we find that there could be no equation between the qualifications duties and responsibilities of AME-II and I with Inspectors and Inspector-A respectively. Nor have the Inspectors ever been equated with AMEs in the past. Even from 1959 onwards, the emoluments of Inspectors were lower than those of AMEs. While looking at other approval books i.e. Exbts. M-18 to M-25 of Inspectors and AMEs, we find that the approvals of AMEs are much wider and more important in nature than those of the Inspectors.

It is true that the Inspectors are also playing a very important part in their own sphere and they have to be very efficient, for, as already mentioned, slightest inefficiency on the part of any craftsman, whether he be an Inspector or an AME, involves danger to the aircraft and the lives of passengers. Thus, the management cannot be accused of belittling the importance of Inspectors while putting before the Tribunal higher qualifications, duties and responsibilities of AMEs-II and I as compared to Inspectors and Inspectors 'A' respectively. In fact, the IATA, to whose demands this Reference is confined, did not raise the question of equation and the adjudication must also be confined to the terms of Reference. Since the question of equation has been so strongly pressed on behalf of Inspectors, we had to deal with it at such a great length and it was permitted to be raised in arguments because the IATA's demands for Inspectors themselves were very high i.e. Rs. 870—1420.

As for the objection on behalf of Inspectors that in the Settlement, the Inspectors have been given the same pay as Foremen, Shri S. Narayan (VW-2) admits that both are supreme in their own sphere and are equal. It will also be evident that in the past also, they had been treated as equal in respect of pay even though they are supreme in their own spheres. The Affidavit of Shri F. X. Fernandes, an Inspector, also shows that in the past also, Inspectors and Foremen were governed by the common scale. He also denied that a foreman is in any way inferior to Inspector. As stated by him, when the categories of Foreman and Inspector were introduced, some Chargehands were upgraded as Foremen and some were made Inspectors. There has been, in fact, no cross-examination on this part and he has not been otherwise shaken in the cross-examination.

The Affidavit of Shri George Clement also shows that the pay-scales of Foreman and Inspector were equal in the past.

So far as the increase in the pay-scale of Inspectors by the present Settlement is concerned, it is clear that there has been a very appreciable jump or increase, for the minimum has been raised from Rs. 460 to Rs. 640 and the maximum from Rs. 920 to Rs. 1170. The lower rate of increment of Rs. 25 upto Rs. 560 has been abolished and the higher rate of increment has been provided for. It is also clear from the affidavit of Shri Nimkar, who has not been shaken in the cross-examination on the point that the AMEs, unlike the Inspectors, are concerned with productivity also.

In addition to this, the general allowance of 15 per cent goes on increasing the actual emoluments received as the pay increases. For all these reasons, it cannot, therefore, be said that the Settlement is in any way prejudicial to the interest of Inspectors. In addition to this, Shri Vimadala, on behalf of the management has clearly stated that whatever revision is effected for AME-II in the present grade of Rs. 750—50—1000—100—1200 will also be made applicable to Inspectors 'A' as far as their basic pay, dearness allowance conveyance allowance and technical pay are concerned. He also stated that during the negotiations with IATA, an indication of this was given to them and consequently no change was made in Inspectors 'A' grade. So the omission of Inspector 'A' pay-scale in this

Settlement does not mean that their pay-scale will continue to remain the same as it is even if the pay-scale of AME-II is increased.

In fact, the ACEU demanded for the Foreman Examiner the same grade in their Written Statement dated 28th April, 1971 which has been given in the Settlement. There is no grade of Examiner in the Air India now and the Examiners have been re-designated as Inspectors. They have again used the designation of Inspectors when they demanded the scale of Rs. 1000—100—1500. This demand is obviously for Inspector-A which is the highest category amongst the Inspectors. Whether or not the demand by the ACEU in respect of Inspectors is the same as has been allowed in the Settlement, we have already seen that the Settlement has, by no means, been unfair to the Inspectors.

The criticism of the ACEU in respect of the agreement is really four-fold: (i) it is not conducive to industrial peace, (ii) it does not cover all demands of the workmen, (iii) it is not beneficial to the workmen who are getting it and (iv) it is not beneficial to the industry. Shri Madan Mohan for the ACEU strongly contended that even if IATA represents the majority of the technicians, we have to see that the settlement is fair, just and equitable and that more recognition of a trade-union finds no place in the Industrial Disputes Act. This contention is not without substance. As mentioned already, the Award of the Industrial Tribunal binds not only the workmen employed in the concern or part of the concern at the time but also those who may be employed in future during the period the Award is in force. It is, therefore, incumbent on the Tribunal to see that the Settlement arrived at between the management and a trade union, whether recognised or not, is just, fair and equitable.

As for the contention that it does not cover all the workmen's demands, Shri Madan Mohan says that there is no settlement in respect of Plant Technicians and transport technicians and also in respect of fitment. He also contends that the management's demands mentioned in Clause 18 of the first settlement have not been settled. As stated in para 9 of the Written Statement of Air India dated 20th August, 1971, the Settlement covers all technicians except those employed in the transport section. Regarding the transport technicians, the IATA's demands did not, as stated by Shri Vimadala, on behalf of the management, and by Shri J. F. Mendonsa on behalf of the IATA, concern the technicians of the transport section and they are covered by the Settlement between the Air India and the ACEU dated 23rd June, 1971 in NIT-1 of 1970, of which they filed a copy in this Reference. Shri Vimadala stated on 24th January, 1972 in NIT-1 of 1970: "We concede that the grade of Senior Technicians in Transport, Commercial and Stores Sections, should be Rs. 385—25—560—40—720—50—770". This is the pay-scale agreed to between the Air India and the IATA in the Settlement dated 22nd September, 1971 in respect of the Senior Technicians. Thus, no part of Senior Technicians is now excluded from getting that pay scale. So far as fitment is concerned, para 1 of the Settlement shows that it is in full and final settlement of the Charter of Demands submitted by the IATA in respect of the categories mentioned therein. Naturally, anything not expressly allowed or reserved, is impliedly given up. We will, however, see that Clause 2.1 (c) deals with the fitment. It says that in the case of Foremen and Inspectors, their pay and dates of increment on being placed in the revised scale will remain unchanged except in the case of those drawing less than Rs. 640 whose pay will be fixed at Rs. 640 in the revised scale with the date of next increment on 1st March, 1972. As for the categories of technicians, Chargehands and senior Welders their pay-scales were only interlinked. So, no settlement in regard to fitment was necessary. The Senior Technicians are covered by the second settlement dated 22nd September, 1971 and we shall consider it when we consider that settlement.

As for Clause 18 of the Settlement, Shri Vimadaiah on behalf of the management has pointed out that they are under negotiations. It was also contended by Shri Madan Mohan that the management's demands are not industrial disputes because no demands were made to the Union and that the Reference is not on the basis of apprehension but on the basis of an existing dispute. This contention is without force. Shri F. X. Fernandes, speaking on behalf of the IATA, stated that the management's demands were received by IATA in writing after IATA had served their Charter of Demands on the Management. It was also contended by Shri Madan Mohan that Clause 14.1 of the Settlement cannot be an industrial dispute but it is a management's function. This contention is also without force. The question as to from whom a particular set of workmen is to take instructions can very well be a subject matter of industrial dispute as well as Reference. We have already seen how strongly the Inspectors' Association had argued in respect of the functions of Inspectors and AMEs. So the question as to whom the technicians, chargehands and foremen are to take the instructions from, cannot be summarily dismissed as a management function when the management itself considered it necessary to make a demand in respect of it on the IATA and both the workmen and the management have thereafter considered it proper to arrive at a settlement in respect of it. In industrial disputes, we have not only to go by technicalities but administer justice-social and economic. What is most important is the question of industrial peace and justice and fairness to the parties concerned.

As for the contention of the ACEU that the settlement is not beneficial to the workmen, it is without substance. The negotiations took one year and a half and it is in evidence that the majority of the technicians are members of the IATA, which is a recognised Union of the technicians and has a considerable body of technicians as its members. Looking to this fact as well as the period taken over the negotiations, it cannot be said that the Settlement has been arrived at with a stooge union. Interlinking of the pay-scales of technicians and of the chargehands and welders is clearly to the benefit of those classes of workmen as by this process of interlinking, technicians can go up to the higher pay of Rs. 640 instead of Rs. 510 the Chargehands and senior welders, to Rs. 930 instead of Rs. 770. The Inspectors and Foremen also, similarly, as already mentioned, benefit from it so far as the minimum and the maximum or their pay-scales are concerned. They have also received the benefit of Special Allowance of 15 per cent. The Foremen and Inspectors will get transport allowance of Rs. 50 per month and other technicians Rs. 36 per month. They will also get an increased washing allowance of Rs. 8 instead of Rs. 3. Driving allowance in the case of those who are required to drive tractors and other equipment like Ground Power Units, in addition to their normal duties, has also been increased to Rs. 30 per month from Rs. 20. Similarly, Radio Telephone allowance paid to Radio Technicians and to technicians who are working in the Radio Overhaul Shop holding S.T. Licence and whose licence is utilised by the Corporation, has been raised to Rs. 30 per month, from Rs. 20 per month. Technicians/Chargehands/Foremen/Inspectors while flying on duty to outstations to rectify snags, carry out routine duties etc. are to be paid a Flying Allowance of Rs. 5 per hour for every hour spent in flight calculated to the nearest hour. Special Sick Leave admissible under Regulation 24(1) (1)(b) of the Air India Employees' Service Regulations may not be accumulated upto a maximum limit of 180 days at a time instead of 190 days during the entire period of service of the workmen. The existing colling of three on the number of Secondary Increments in the case of workmen who are entitled to Secondary Increments under Regulation 15-B of the Air India Employees' Service Regulations, stands removed with effect from 1st April, 1969. Technical pay will also be included for the calculation of over-time wages of Chargehands, Foremen and Inspectors on the same

basic as in the case of Technicians, with effect from 1st March, 1971. All these provisions are clearly beneficial to the workmen. It is only the Inspectors who had, in fact, raised the question that they had not received the benefit to which they were entitled. But the ACEU, on the other hand, contended that they have got everything. In fact, the demand by A.C.E.U. in their Statement dated 26th April, 1971 itself is for the same scale as has been allowed by the Settlement, for Foremen and Inspectors, wrongly called Examiners by the ACEU since the Examiners have now been designated as Inspectors. It is also beneficial to the industry since a number of demands of the IATA, have been given up and this is certainly in the interest of industry.

The criticism that since N.I.T-1 of 1970 is pending, an Award in N.I.T-1 of 1971 should not be given in the interest of industrial peace, has no force because the two Awards are being given almost simultaneously. The ACEU had full opportunity to lead evidence on the Settlement and had full opportunity to oppose it. In fact, the IATA's demands were higher than those of the ACEU and the ACEU were given full opportunity to participate even in N.I.T-1 of 1970 and lead evidence and to address the Tribunal at length.

The main contention is that the existing relativity and differentials between the various categories of employees are being disturbed. Stress was laid on job evaluation. But we find that a Job Evaluation Committee was appointed by the Government and had to be wound up. The ACEU itself did not participate in the Job Evaluation Committee in the Indian Airlines. When the Job Evaluation Committee founded by the Government had itself wound up its proceedings after a long period, it will be surely against the interest of the industry and the workmen to postpone the benefits which the workmen are getting and the industrial peace, to be disturbed by waiting unnecessary for a long period for job evaluation which is not likely to materialise. If we look at the settlement, we find that far from being likely to disturb the industrial peace, they are conducive to industrial peace. In fact, the maximum in the case of technicians is the same as was demanded by the ACEU in its written statement of 26th April, 1971. This contention of the ACEU is also, therefore, without substance.

The second Settlement was arrived at between the management of the Air India and the IATA, on 22nd September, 1971 and was filed on 19th October, 1971. It is in respect of the only category of Senior Technicians. Their pay-scale has been increased from Rs. 325—20—385—25—500—40—640 to Rs. 335—25—560—40—720—50—770 with effect from 1st March, 1971 and the Senior Technicians in the existing scale of pay are to be placed in the Revised scale with effect from 1st March, 1971. Their pay and dates of increment on being placed in the revised pay scale would remain unchanged except in the case of those drawing less than Rs. 385 whose pay will be fixed at Rs. 385 in the revised scale and in such cases the next increment will fall due on 1st March, 1972. Paras 2.3 to 2.8 in respect of Special Allowance and paras 3 to 10 in respect of Transport Allowance, Washing Allowance, Driving Allowance, Radio Telephone Allowance, Flying Allowance, Leave Facilities, Secondary Increment and Over-time Calculations; and para 13 in respect of Privilege Leave will be implemented by the management. Clauses 11, 12, 14-17 and 19 of the Settlement have been reiterated as applicable to Senior Technicians also and Clauses 21 and 22 shall also be deemed to be incorporated in this Settlement.

The ACEU reiterated these objections against the Settlement of 29th March, 1971 in their statement of 26th April, 1971. They have already been dealt with above.

The Inspectors Association contended that since the Senior Technician's grade had been revised by a

Settlement, proportionate increase must also be reflected in the grades which were higher than the grade of Senior Technicians.

We have already seen that the Inspectors are getting an appreciable raise in their pay-scale which is just and proper and no further raise is needed because of the increase in the pay scale of Senior Technicians since there is already sufficient difference in the pay scales of the Senior Technicians and Foremen and Inspectors.

So far as the second Settlement is concerned, it is clearly beneficial to the Senior Technicians as the minimum and the maximum of the pay scale of Senior Technicians have been appreciably raised. They are also getting the same allowance and some benefits as have been allowed by the first settlement. The ATA also dropped a number of its demands which is clearly beneficial to the management.

Most of the demands of the Air India have been settled in the agreement of 29th March 1972. The IATA has agreed that the Technicians/Chargehands/Foremen shall take instructions from any officer/supervisory staff such as AME/AIME, Technical Officer and Engineer who is assigned area/section/sub-section as incharge. In the Maintenance Division the area of supervision will be as assigned by the Shift-in-Charge from shift to shift. In para 14.2 of the Settlement, agreement has been reached about incidental duties. Para 14.3 deals with training and approvals whereas in para 14.4 agreement has been reached about the classroom and practical/on-the-job training. The Association has also agreed about the transfer/rotation from one trade to another or one division to other in respect of technicians/chargehands/foremen/Inspectors. There is a provision for transfer/rotation on a voluntary basis and in case volunteers are not forthcoming seniority subject to suitability will be the basis. The workmen have also agreed to accept standard times for various jobs, productivity techniques and performance evaluation thereof. There are provisions for termination of overtime depending on the extent of work. The Association has conceded the necessity of measures of rationalisation and the Management's right to introduce measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the large interests of employees, Corporation and the country. The Association has also agreed to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public. The Association has also agreed to fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

I have considered the above terms of agreement in respect of the management's demands which have been conceded to by the Association. The terms agreed to are fair and just. They would result in industrial peace, prosperity for the industry and the country at large and I have no hesitation in accepting these.

In paragraph 18 of the Settlement it has been stated that no settlement has been reached in respect of the demands of the management pertaining to items of productivity such as Surveillance Inspection and new pattern of shift system, rest period, concession on Sunday working hours and grace period during working hours and obtaining medical certificates/fitness certificates from dispensary to be obtained outside the working hours. It was stated in this paragraph that the Management and Association would during the pendency of the matter before this Tribunal

continue negotiations with a view to see whether a settlement could be arrived at.

The Management and the IATA in fact arrived at a Settlement on 11-1-1972 and filed it today in respect of these demands also.

The first point in para 18 of the 1st Settlement was Surveillance Inspection. The management contends that their system of Inspection was out dated inasmuch as it was cumbersome and time-consuming and reduced the responsibility of the Technicians whose job was primarily to carry out the initial work in a proper manner. They desired that the Aircraft Technician, who was suitably trained and approved by the appropriate authorities to do his work, should be made primarily and in most cases solely responsible for properly carrying out his job and that his work should be subjected only to spot checks by Inspectors/AMEs specially designated for this purpose. This system, known as the Surveillance Inspection System, contended the Corporation, is being followed by all major international airlines and a prayer was made that this be introduced in the Air India and directions of this Tribunal were accordingly sought.

I see force in the contention of the Management. It is time, the principle of Surveillance Inspection should be accepted and introduced in the Engineering Department so that workmen are able to discharge such additional responsibilities as required by this system. The Technicians/Chargehands performing the work under this system will sign procedure/snag sheet to indicate their responsibility as required by the system. However, the Management should keep the Association and the other Unions including the ACSU informed before introducing the Surveillance Inspection in individual sections.

The Settlement dated 11-1-1972 provides for this. I agree except that as mentioned above the Management should inform not only the IATA but also other Unions concerned including the ACEU before introducing the Surveillance Inspection in individual sections. Although the Settlement mentioned IATA only, the Management and the IATA were both prepared to delete the provision regarding prior information to the IATA only. They did not actually delete it and filed the Settlement without deleting. I agree that the provision need not be completely deleted, because the provision for information to workmen is whole some, but should be retained in the form mentioned above.

The second point which was not covered by the first two Settlements was the new pattern of shift system. The Management made out a detailed case. They gave details of as to how this should be worked. Briefly they wanted that in the Maintenance Division and Overhaul Shops the existing shift system be altered and some additional shift system be introduced. The system would necessitate some staff having to work for 4 or 5 nights continuously and some would have to work in 4 or 5 shifts continuously. The system demanded would also entail a certain number of staff to be scheduled on a regular roster basis to cater for the peak loads of work and certain number of staff having to work continuously for 5 or 6 days in a particular shift, i.e. the night shift, with 2 off days. The Management submitted that their was a peculiar nature of industry and the work load in the maintenance and connected sections is very unevenly distributed over all hours of the day and also over the days of the week. Further, commercial requirements and summer and winter schedules etc., result in changes in the pattern of operations at least twice a year with the result that peak loads of work keep shifting from one part of the day to another and from one day of the week to another as an inherent feature of the industry. The management also wanted to have the right to introduce in the future from time to time, as it considers necessary for the proper and efficient working of the Engineering Department and for fuller and better utilisation of manpower, machinery and



equipment, a shift system or pattern which might be in force from time to time in any particular Division or Section of the Engineering Department in another, the right to allocate the work strength in each shift as it considers necessary.

I agree with the Management that there is need of introduction of additional shifts to meet the varying work loads arising out of operational and maintenance requirements. It is also to be ensured that manpower is utilised in a better way. For this new shift pattern to include uneven shift strength and split duties at out-stations would also have to be introduced.

It would be better if, as provided for the Settlement of 11-1-1972, the introduction of any new shift pattern and shift timings were discussed by the Deputy Engineering Managers of the concerned Divisions or the representatives of the Association. In case of any difference of opinion, same would be referred to the concerned Engineering Managers of the group for a decision. In case no agreement is reached the matter should be finally referred to the Director of Engineering whose decision would be binding on both the parties.

The management contends that it should be at liberty to alter from time to time the timings of the rest intervals in the shifts having regard to the exigencies of the work. I agree that the rest period, as provided for in the Settlement of 11-1-1972, between two shifts duty should not be less than 11 hours. The workmen shall report for duty after a rest interval of 11 hours even after performing overtime duty except the workmen at the base who have worked in the afternoon shift and continued to work overtime in the night shift and rostered to come for afternoon shift the next day, in which case the staff would get a night off. In the case of workmen detailed to work overtime in continuation of their normal shift duty when such normal shift duties are followed by a rostered day off, grant of a substitute day off shall be discontinued.

The management also demanded that there should be no rigidity or inflexibility regarding meal breaks and if the exigencies of work so require, the staff should work throughout meal periods and take their meals after the work is over. The demand is quite reasonable in view of the peculiar nature of the industry. The break periods have to be flexible due to aircraft movements. If the aircraft movements require the workmen to work during the rest/meal/tea intervals without any break, the workmen shall first attend to the aircraft and avail of rest/meal/tea intervals only thereafter. This is what the third Settlement of 11-1-1972 provides.

The Management had also contended that at present the Management did not take any action in cases of late coming to the extent of 5 minutes. Some employees, however, take an unfair advantage of this by reporting five minutes late for duty several times a month with the result that a substantial amount of working time is lost per employee during a month. They further contended that an employee was not expected to report for duty 5 minutes late unless there are justifying and abnormal circumstances on any particular occasion. This concession was abused by certain employees and the management wanted a direction from this Tribunal allowing it to deduct the salaries in a proportionate manner or treating him absent.

The management also contended that members of the staff (not covered by ESIC) who report for duty after three or more days sick leave had to obtain a certificate of fitness from the Medical Officer of the Corporation before they could report for work. It was observed that often employees went to the Corporation's Medical Clinic during their working hours to obtain such certificates, with the result that substantial working time was lost and the work got disrupted. It was submitted that such certificates should be obtained from the Corporation's Medical Clinic before their

working hours started and wanted the Tribunal's directions.

It is but proper that workmen should report at the place of work at the commencement time. Similarly they should not stop work before the actual break off time. However, a grace period of not exceeding 5 minutes would be justified for reporting at work place and at break off time depending upon the location of Time Card and facilities available in the shops. The workmen should not leave their work or work-place without prior permission of the section-in-charge to attend any other work such as going to the Medical Clinic. This is what clause 6 of the Settlement provides.

For what the workmen are conceding, the management has in the Settlement agreed to pay the following amounts by way of productivity allowance to the workmen from January 15, 1972.

Technicians/Sr. Technicians	Rs. 35 per month.
Chargehands	Rs. 40 per month.
Inspectors/Foremen	Rs. 50 per month.
Inspectors 'A'	Rs. 75 per month.

The Settlement is thus fair and just to both the Management and the workmen.

Shri V. M. Fernandes contended that the provision of agreement should not be applicable to non-technical personnel as they are not party to the Settlement and will not be getting the Productivity Allowance. It is not contested by the management that the provisions of the agreement are not applicable to the non-technical workmen.

On a consideration of all the three Settlements, the written Statements and objections filed by the parties and the evidence led and after hearing detailed arguments, I find that the Settlement are fair and beneficial to the workmen and the management and the country as a whole. They are, therefore, accepted.

I make an Award in terms of the three Settlements (which shall form part of the Award) with the slight verbal modification that the management will inform the IATA and all the Unions concerned, including ACEU, before introducing Surveillance Inspection.

In the circumstances of the case there will be no orders as to the costs.

Let the Award be sent to the Central Government.

(Sd.) H. CHANDRA,  
Presiding Officer.

NEW DELHI;

25th February, 1972.

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
NEW DELHI.

REFERENCE No. NIT-1 OF 1970

In the matter of an industrial dispute between the employers in relation to the Air India and the Indian Airlines and their workmen as represented by:—

- (1) Air Corporation Employees' Union, New Delhi.
- (2) Air India Inspectors' Association, Bombay.
- (3) Air India Staff Association, Bombay.

PRESENT:

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

APPEARANCES:

For the Employers.—Shri Sohrab Vimadlal, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor. S. K. Nanda, Chief Personnel Manager, J. Mahajan, Advocate for Air India.

Shri G. B. Pal, Advocate with Sarvashri O. C. Mathur, Advocate, and N. R. Kulkarni, Industrial Relations Officer, for Indian Airlines.

For the Employees.—Shri P. K. Majumdar, with Shri V. M. Fernandes, for Air Corporations Employees' Union.

Shri H. P. Bhopatkar, for Air India Staff Association.

Shri K. S. Mani, for Air India Inspectors' Association.

(Application No. Misc/NIT-1/70/11 filed jointly by the Air India and the Air Corporation Employees' Union).

#### AWARD

##### PART I

This is an application filed jointly on behalf of Air India and the Air Corporation Employees' Union (hereinafter called ACEU) to the effect that they have reached a settlement with regard to the demands of the ACEU on Air India and the Air India's demands on the ACEU in respect of categories other than the Cabin and the technical categories of the staff. They pray that the consent award be given by this Tribunal in terms of the settlement dated the 18th March, 1971 (a copy of which they have filed).

This National Industrial Tribunal was set up by the Government of India by their Notification No. S.O.3639 dated November 2, 1970. By another Notification No. 4/82/70-LR-III-(i) of the same date, the Government of India referred to this Tribunal for adjudication the dispute between the Air India and the Indian Airlines and their workmen in respect of the demands of the ACEU relating to pay scales, dearness allowance and other allowances and service conditions. The demands of the two Corporations i.e. Air India and the Indian Airlines relating to efficiency, productivity and discipline were also referred to this Tribunal by the same Notification. Copies of these Notifications are appended as Annexures I and II respectively.

The parties to the proceedings were Air India and Indian Airlines and their workmen who were originally represented by the ACEU. Two associations viz. Air India Inspectors Association, Bombay and the Air India Staff Association, Bombay filed applications for being impleaded as parties to the dispute. The Air India Inspectors Association claimed that they had 90 per cent membership in the category of Inspectors of Air India, were a trade-union representing Inspectors in that Corporation and were consequently entitled to be made a party to the dispute to look after the interests of their members since the category of Inspectors was covered by the reference. The Air India Staff Association alleged that they were a registered trade-union and as such entitled to represent the categories of staff or their membership as the reference concerned those workmen also whom they represented.

The contention of the Air India, on the other hand, was that the Order of Reference related only to the demands of the ACEU and that in the first place these two Associations were not entitled to take part in the proceedings and that even if they were allowed to do so, they could only support the demands made by the ACEU and could not put forward any demands contrary to those of ACEU. It is true that the first part of the reference related only to the demands of the ACEU. But the two Associations could not be debarred from taking part in the proceedings on that ground. Under Section 18 of the Industrial Disputes Act, 1947, any award made in this case would also bind the members of these two Associations. Under Section 38(1) of the said Act, a workman who is a party to the dispute is entitled to be represented by an officer of a registered trade-union of which he is a member. Moreover, under part 2 of the Schedule to the Order of Reference a number of demands of Air India regarding efficiency, productivity and discipline have also been referred for adjudication and would cover the workman represented by

these two Associations. The members of these Associations could not be denied their right to meet the management's demands concerning them. For this reason also the two Associations could not be excluded from appearance and participation in the proceedings. They were consequently allowed by my orders dated 30th January, 1971 and 2nd March, 1971 to appear and take part in the proceedings subject to the limitations set by the wordings of Part 1 of the Schedule to the Order of Reference.

The evidence of the ACEU was to commence on the 1st April, 1971. Before that date, however, the joint application praying for a consent award in terms of the settlement dated the 18th March, 1971 was made. The details of the settlement are set out in the copy of the settlement annexed thereto. The application as well as the settlement are reproduced below in full:—

APPLICATION No. Misc./NIT-1/70/11

BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL,  
NEW DELHI

The Presiding Officer,  
National Industrial Tribunal,  
New Delhi.

REFERENCE NIT-1 OF 1970

SUBJECT.—In the matter of Reference under sub-section (1-A) of Section 10 of the Industrial Disputes Act, 1947. (14 of 1947).

PARTIES:

Employers in relation to:

- (1) Air-India
- (2) Indian Airlines

AND

Their workmen as represented by the Air Corporations Employees' Union.

MAY IT PLEASE YOUR LORDSHIP

The parties, Air India and the workmen as represented by Air Corporation Employees' Union, respectfully submit as follows:

We, Air India and Air Corporations Employees' Union, parties in the above mentioned reference, have reached a settlement in regard to Air Corporations Employees' Union's demand on Air India and the Air India's Demands on the Air Corporations Employees' Union in respect of all categories other than Cabin Crew and Technical Categories of Staff. A copy of the Settlement is enclosed. We both pray that the Honourable Tribunal may be pleased to give the consent award in the terms of the above Settlement.

Dated at Bombay, the 18th day of March, 1971.

Witness:

1. Sd./- G. CLEMENT.
2. Sd./- V. N. MALYA.

For and on behalf of  
Air India.

1. Sd./- S. K. NANDA.
2. Sd./- K. A. SAPAT.

Witness:

1. Sd./- S. K. ROY CHOUDHARY
1. Sd./- M. H. HEGISTE 18-3-71.

For and on behalf of Air  
Corporation Employees' Union.

1. Sd./- P. K. MAZUMDAR
2. Sd./- V. M. FERNANDES

Name of parties:

Air India

AND

Air Corporation Employees' Union.

**Representing Employers:**

- (i) Mr. K. K. Unni, Assistant General Manager, Air India.
- (ii) Mr. S. K. Nanda, Chief Personnel Manager, Air India.

**Representing Workmen:**

- (i) Mr. P. K. Mazumdar, General Secretary, Air Corporations Employees' Union.
- (ii) Mr. V. M. Fernandes, Joint Secretary, Air Corporations Employees' Union.

**WHEREAS:**

- (a) the Air Corporations Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands on Air-India (hereinafter referred to as "the Management") with its letter dated 15th July, 1969, in respect of certain categories of workmen excluding the Cabin Crew and also another Charter of Demands with its letter dated 31st August, 1970, in respect of the Cabin Crew only;
- (b) the Management with its letter dated 28th October, 1969, served on the Union a list of certain measures for obtaining increased efficiency and productivity and for better utilisation of manpower;
- (c) several meetings were held from time to time between the Management and the Union in respect of the said Charters of Demands and the said measures suggested by the Management but an agreement could be reached between the parties;
- (d) as a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government;
- (e) by its Order dated 2nd November, 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;
- (f) after the Reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS.

1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay--

- (i) Rs. 100-5-150-10-190.
- (ii) Rs. 150-10-200-15-230.
- (iii) Rs. 200-15-245-20-345.
- (iv) Rs. 230-15-245-20-385-25-435.
- (v) Rs. 150-10-200-15-245-20-385-25-510.
- (vi) 325-20-385-25-560-40-640 (Non-technical categories only)
- (vii) Rs. 385-25-560-40-720.
- (viii) Rs. 435-25-560-40-720-50-870

and is in full and final settlement of the Charter of Demands submitted by the Union with its letter dated 15th July, 1969 and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen. The term "workmen" wherever used in this Settlement shall mean the above-mentioned categories of workmen.

1.1. In respect of demands of the Union pertaining to categories not covered under this Settlement and the Management's demands in respect of such categories, no settlement has been reached.

**2. Scales and Grades of Pay:**

2.1. With effect from 1st March, 1971, the following modifications in the scales of pay of the categories indicated below shall be made:

- (a) the existing scale of pay of Rs. 100-5-150-10-190 insofar as it is applicable to Cooks only, viz. Rs. 130-5-150-10-190, shall be modified as Rs. 130-5-150-10-200-15-230.
- (b) The scale of pay of Rs. 150-10-200-15-230 insofar as it is applicable to Head Cooks shall be modified as Rs. 150-10-200-15-245-20-285.
- (c) The existing scale of pay of Rs. 150-10-200-15-230 in so far as it is applicable to Drivers and the existing scale of pay of Rs. 200-15-245-20-345 insofar as it is applicable to Senior/Head Drivers shall be interlinked to constitute the scale of Rs. 150-10-200-15-245-20-345.
- (d) The existing scale of pay of Rs. 150-10-200-15-245-20-325-25-510 and the existing scale of pay of Rs. 325-20-385-25-560-40-640 shall be interlinked to constitute the scale of Rs. 150-10-200-15-245-20-385-25-560-40-640.

2.2 Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen and the Union drops and gives up its demands in respect thereof.

2.3 All the workmen in the scales of pay referred to in clause 1 hereof shall be granted a "Special Allowance" equivalent to 15 per cent of their emoluments which present count as 'pay' for the purpose of the Air India Employees' Provident Fund Regulations, 1964, subject to the following minima:

- (a) Rs. 60 per month in the case of workmen drawing basic pay upto Rs. 149 per month.
- (b) Rs. 80 per month in the case of workmen drawing basic pay of Rs. 150 and above per month.

2.4 The "Special Allowance" will be calculated on the actual "Pay drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual 'pay' drawn.

2.5. The 'Special Allowance' referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.6 The 'Special Allowance' shall be paid with effect from 1st April, 1969.

2.7 The Ad-hoc payment of Rs. 40 per month already made to the workmen under Staff Notice No. 14/69-70 dated 4th February, 1970, and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the Ad-hoc payment of Rs. 40 per month shall be discontinued thereafter.

**3. Transport Allowance:**

With effect from 1st April, 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30 per month to workmen drawing basic pay upto Rs. 229 per month.
- (b) Rs. 35 per month to workmen drawing basic pay of Rs. 230 and above per month.



4. *Washing Allowance:*

4.1 Workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8 per month with effect from 1st March, 1971, provided that in cases in which washing facilities are provided by the Corporation the payment of the allowance will have effect from the date from which such facility is discontinued.

5. *Driving Allowance:*

Workmen in the grade of Rs. 100—5—150—10—190, who are at present granted a Driving Allowance at the rate of Rs. 1 per working day for driving Corporation's heavy vehicles/equipment and such of those Loading Supervisors in the grade of Rs. 150—10—200—15—230 who may be required to drive such heavy vehicles/equipment shall be paid such allowance at the rate of Rs. 2 per working day. This will have effect from 1st March, 1971. Other conditions regarding the grant of this allowance shall remain unchanged. Except as amended herein the Union drops and gives up its demand in respect of driving allowance.

6. *Leave Facilities:*

It is agreed that Special Sick Leave admissible under Regulation 24A(i)(b) of the Air India Employees' Service Regulations may be accumulated upto a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workmen. Other conditions regarding the grant of such leave shall remain unchanged.

7. The Union hereby drops and gives up its demands pertaining to Dearness Allowance, Outstation Allowance, Resettlement Allowance, House Rent Allowance, Conveyance Allowance, Children Allowance, Graduate Allowance, Machine Allowance, Cash Handling Allowance, Duty Allowance, Rifle Allowance, Overtime Payment, Leave facilities, Railway fare, Air Passages, Promotions, Insurance Coverage/Compensation, retirement date, retirement benefits and Secondary Increments.

8. *Privilege Leave:*

The Union agrees that Privilege Leave shall be availed of only with prior permission and on not more than 2 occasions in a financial year. The number of days of Privilege Leave on each occasion shall not be less than 5 days in the case of those working for a 5 days week and 6 days in the case of others. In special circumstances where Privilege Leave has to be availed of on more than 3 occasions due to unforeseen circumstances, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

9. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

10. The Union concedes the necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country.

11. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

12. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

13. The Union agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this settlement involving financial commitment on the part of the Corporation will be submitted during the pendency of this settlement.

14.1 Except as specified in Clauses 2, 3, 4 and 5 this Agreement shall not have any retrospective effect.

14.2 No payment due or made prior to this agreement coming into force on the basis of emoluments already drawn by the workmen covered by this agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workman towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

15. *Period of Agreement:*

This agreement will remain in force till 31st March, 1973.

16. The parties hereto agree that they will make joint application to the National Industrial Tribunal praying that a consent award may be passed in terms of this Settlement.

Dated this 18th day of March, 1971.

*Witnesses:*

1. Sd./- G. V. R. RAO

2. Sd./- K. A. SAPAT

1. Sd./- K. K. UNNI,  
Assistant General Manager,  
Air India.

2. Sd./- S. K. NANDA,  
Chief Personnel Manager,  
Air India.

*For the Employers*

7. Sd/- S. K. ROY CHOWDHURY 1. Sd/ P. K. MAZUMDAR  
General Secretary, ACEU.

2. Sd./- M. M. HEGISTE, 18-3-71 2. Sd./- V. M. FERNANDES  
Joint Secretary, ACEU

3. Sd./- M. R. SHAH

*For the Workmen*

The Air India and the ACEU verified the settlement. The representative of the Air India Inspectors Association stated at the hearing that he had nothing to say against the settlement as it did not concern them. Similarly, the counsel for the Indian Airlines had no objection to the settlement since it did not concern them. The Air India Staff Association also agreed to the settlement arrived at.

The settlement is only in respect of categories of workmen in the scales mentioned in clause 1 thereof and is in full and final settlement of the demands of ACEU insofar as they relate to the above mentioned categories of workmen only.

The scales of pay of Cooks and Head Cooks have been improved to their advantage. The existing scale of pay of Rs. 150—10—200—15—230 applicable to the Drivers and the existing scale of pay of Rs. 200—15—245—20—345 applicable to Senior/Head Drivers are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345. Similarly, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640. This interlinking of the scales is certainly of benefit to these categories of workmen. The workmen referred to in clause 1 of the settlement have also been granted a Special Allowance equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Air India Employees Provident Fund Regulations 1954 subject to the following minima:—

(a) Rs. 60 per month in the case of workmen drawing basic pay upto Rs. 149 per month.

(b) Rs. 80 per month in the case of workmen drawing basic pay of Rs. 150 and above per month.

For calculation of the Special Allowance, certain conditions are mentioned in clause 2(4) of the settlement. It is not to be taken into account or consideration for the purpose of any other allowance or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund. Despite these limitations the Special Allowance is of benefit to the workmen. It is to be paid with effect from the 1st April, 1969. The transport allowance proposed under clause 3 of the settlement is also of benefit to the workmen. So are the revised rates of washing allowance, driving allowance and the leave facilities.

In the settlement the union has, on its part, agreed to drop and give up demands pertaining to certain items which are not covered by the settlement. The ACEU has also agreed that the workmen shall perform all duties incidental to their main duties and have conceded the necessity of measures of rationalisation and the management's right to introduce such measures so as to improve the Corporation's overall standard of efficiency, to reduce costs and to step up its productivity. They have further agreed to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to the passengers and the public. They have further agreed to cooperate fully and wholeheartedly with the management in maintaining discipline, increasing efficiency and improving productivity.

It is note-worthy that this settlement does not resolve the entire dispute covered by the Order of Reference since it leaves out of consideration the Cabin Crew and the technical categories of the staff employed under Air India. Moreover, it leaves out completely the dispute concerning the demands of ACEU on Indian Airlines and of the latter on the ACEU. But the fact that the settlement resolves the dispute only partly does not vitiate it in any manner. On the other hand, it is hoped and expected that this settlement may pave the way for further settlement or settlements for resolving the rest of the dispute covered by the Order of Reference.

There is not the slightest doubt that while the settlement benefits the workmen, their response to the demands of the Air India concerning the matters mentioned above is also in the interests of the employees, the Corporation and the country as a whole. The settlement is not unlawful and will benefit both the Air India and their workmen covered by the settlement.

The joint Application No. Misc./NIT-1/70/11 filed by the ACEU and the Air India is, therefore, allowed and the settlement of the 18th March, 1971 referred to above filed with this application is ordered to be recorded.

I make an award in terms of the settlement which shall form part of the award. In the circumstances of the case I make no order as to costs. Let the award be submitted to the Central Government as "Award Part I" since the dispute still survives between the Air India and its workmen in respect of categories not covered by the settlement of 18th March 1971 and also between the Indian Airlines and their workmen in respect of the demands of the ACEU and the management.

Separate award or awards in respect of the unresolved part of the dispute will follow.

Sd./- M. CHANDRA,  
Presiding Officer  
National Industrial Tribunal.

NEW DELHI:

Dated, May 10, 1971.

#### NAME OF PARTIES:

Air-India

AND

Air Corporations Employees' Union

#### Representing Employers:

- (i) Mr. K. K. Unni, Assistant General Manager, Air India.
- (ii) Mr. S. K. Nanda, Chief Personnel Manager, Air India.

#### Representing Workmen:

- (i) Mr. P. K. Mazumdar, General Secretary, Air Corporations Employees' Union.
- (ii) Mr. V. M. Fernandes, Joint Secretary, Air Corporations Employees' Union.

#### Whereas:

(a) the Air Corporations Employees Union (hereinafter referred to as "the Union") submitted a Charter of Demands on Air-India (hereinafter referred to as "the Management") with its letter dated 15th July, 1969, in respect of certain categories of workmen excluding the Cabin Crew and also another Charter of Demands with its letter dated 31st August, 1970, in respect of the Cabin Crew only;

(b) the Management with its letter dated 28th October, 1969, served on the Union a list of certain measures for obtaining increased efficiency and productivity and for better utilisation of manpower;

(c) several meetings were held from time to time between the Management and the Union in respect of the said Charters of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government;

(e) by its Order dated 2nd November, 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-I of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;

(f) after the reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay:—

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 150—10—200—15—230.
- (iii) Rs. 200—15—245—20—345.
- (iv) Rs. 230—15—245—20—385—25—435.
- (v) Rs. 150—10—200—15—245—20—385—25—510.
- (vi) Rs. 325—20—385—25—560—40—640 (Non-technical categories only).
- (vii) Rs. 385—25—560—40—720.
- (viii) Rs. 435—25—560—40—720—50—870.

and is in full and final settlement of the Charter of Demands submitted by the Union with its letter dated 15th July, 1969, and the demands of the Union set out

in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the abovementioned categories of workmen. The term "workmen" wherever used in this Settlement shall mean the abovementioned categories of workmen.

1.1. In respect of demands of the Union pertaining to categories not covered under this Settlement and the Management's demands in respect of such categories, no settlement has been reached.

## 2. Scales and Grades of Pay:

2.1. With effect from 1st March, 1971, the following modifications in the scales of pay of the categories indicated below shall be made:

- (a) the existing scale of pay of Rs. 100—5—150—10—190 insofar as it is applicable to Cooks only, viz Rs. 130—5—150—10—190, shall be modified as Rs. 130—5—150—10—200—15—230.
- (b) The scale of pay of Rs. 150—10—200—15—230 insofar as it is applicable to Head Cooks shall be modified as Rs. 150—10—200—15—245—20—285.
- (c) The existing scale of pay of Rs. 150—10—200—15—230 in so far as it is applicable to Drivers and the existing scale of pay of Rs. 200—15—245—20—345 insofar as it is applicable to Senior/Head Drivers shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345.
- (d) The existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen and the Union drops and gives up its demands in respect thereof.

2.3. All the workmen in the scales of pay referred to in Clause 1 hereof shall be granted a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Air-India Employees Provident Fund Regulations, 1954, subject to the following minima:

- (a) Rs. 60 per month in the case of workmen drawing basic pay upto Rs. 149 per month;
- (b) Rs. 80 per month in the case of workmen drawing basic pay of Rs. 150 and above per month.

2.4. The "Special Allowance" will be calculated on the actual "pay" drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual 'pay' drawn.

2.5. The 'Special Allowance' referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.6. The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.7. The Ad-hoc payment of Rs. 40 per month already made to the workmen under Staff Notice No. 14/69-70 dated 4th February, 1970, and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the Ad-hoc payment Rs. 40 per month shall be discontinued thereafter.

## 3. Transport Allowance:

With effect from 1st April, 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30 per month to workmen drawing basic pay upto Rs. 229 per month;
- (b) Rs. 35 per month to workmen drawing basic pay of Rs. 230 and per month.

## 4. Washing Allowance:

4.1. Women who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8 per month with effect from 1st March, 1971, provided that in cases in which washing facilities are provided by the Corporation the payment of the allowance will have effect the date from which such facility is discontinued.

## 5. Driving Allowance:

Workmen in the grade of Rs. 100—5—150—10—190, who are at present granted a Driving Allowance at the rate of Rs. 1 per working day for driving Corporation's heavy vehicles/equipment and such of those Loading Supervisors in the grade of Rs. 150—10—200—15—230 who may be required to drive such heavy vehicles/equipment shall be paid such allowance at the rate of Rs. 2 per working day. This will have effect from 1st March, 1971. Other conditions regarding the grant of this allowance shall remain unchanged. Except as amended herein the Union drops and gives up its demand in respect of driving allowance.

## 6. Leave Facilities:

It is agreed that Special Sick Leave admissible under Regulation 24A(1)(b) of the Air-India Employees' Service Regulations may be accumulated upto a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workmen. Other conditions regarding the grant of such leave shall remain unchanged.

7. The Union hereby drops and gives up its demands pertaining to Dearness Allowance, Outstation Allowance, Resettlement Allowance, House Rent Allowance, Conveyance Allowance, Children Allowance, Graduate Allowance, Machine Allowance, Cash Handling Allowance, Duty Allowance, Rifle Allowance, Overtime Payment, Leave facilities, Railway fare, Air Passages, Promotions, Insurance Coverage/Compensation, retirement date, retirement benefits and Secondary Increments.

## 8. Privilege Leave:

The Union agrees that Privilege Leave shall be availed of only with prior permission and on not more than 3 occasions in a financial year. The number of days of Privilege Leave on each occasion shall not be less than 5 days in the case of those working for a 5 day week and 6 days in the case of other. In special circumstances where Privilege leave has to be availed of on more than 3 occasions due to unforeseen circumstances, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

9. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

10. The Union concedes the necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country.

11. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions

or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

12. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

13. The Union agrees that no demand in respect of the categories of workmen mentioned in clause 1 hereof which is either dropped or omitted from this settlement involving financial commitment on the part of the Corporation will be submitted during the pendency of this settlement.

14.1. Except as specified in Clauses 2, 3, 4 and 5, this Agreement shall not have any retrospective effect.

14.2. No payment due or made prior to this agreement coming into force on the basis of emoluments already drawn by the workmen covered by this agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

#### 15. Period of Agreement:

This agreement will remain in force till 31st March, 1973.

16. The parties hereto agree that they will make joint application to the National Industrial Tribunal praying that a consent award may be passed in terms of this Settlement.

Dated this 18th day of March 1971.

- |                        |   |
|------------------------|---|
| (1) (Sd/-) C.V.R. RAO. | (1) (Sd/-) K. K. UNNI<br>Assistant General Manager,<br>Air-India. |
| (2) (Sd/-) K.A. SAPAT. | (2) (Sd/-) S.K. NANDA,<br>Chief Personnel Manager,<br>Air-India.  |
| (3) (Sd/-) S. ALMEIDA. |   |

#### For the Employers

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|-----------------------------------|---|
| (1) (Sd/-) S.K. ROY<br>CHOWDHURY. | (1) (Sd/-) P.K. MAJUMDAR,<br>General Secretary,<br>ACEU |
| (2) (Sd/-) M.H. HEGISTE.          | (2) (Sd/-) V.M. FERNANDES,<br>Joint Secretary,<br>ACEU. |
| (3) (Sd/-) M.R. SHAH.             |   |

#### For the Workmen.

### BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL NEW DELHI.

#### REFERENCE No. HIT-1 OF 1970

In the matter of an industrial dispute between the employers in relation to the Air-India and the Indian Airlines and their workmen as represented by:—

- (1) Air Corporation Employees' Union, New Delhi.
- (2) Air-India Inspectors' Association, Bombay.
- (3) Air-India Staff Association, Bombay.

#### PRESENT:

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court, Presiding Officer.

#### Appearances:

#### For the Employers:

Shri Sohrab Vimadala, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor, S. K. Nanda, Chief Personnel Manager, J. Mahajan, Advocate, for Air-India.

Shri G. B. Pai, Advocate, with Sarvashri O. C. Mathur, Advocate, and N. R. Kulkarni, Industrial Relations Officer, for Indian Airlines.

#### For the Employees:

Shri P. K. Majumdar, with Shri V. M. Fernandes, for Air Corporation Employees' Union.

Shri H. P. Bhopatkar, for Air-India Staff Association.

Shri K. S. Mani, for Air-India Inspectors' Association.

(Application No. Misc./NIT/1/70/23 filed jointly by the Indian Airlines and the Air Corporation Employees' Union).

### AWARD

#### PART II

This is an application filed jointly on behalf of the Indian Airlines and the Air Corporation Employees' Union (hereinafter called the 'ACEU') to the effect that they have reached a settlement with regard to the demands of the ACEU on the Indian Airlines and those of the Indian Airlines on the ACEU in respect of the categories of workmen in the existing scales of pay mentioned in clause 1.1 of the settlement. They pray that a consent award be given by this Tribunal in terms of the settlement, a copy of which has been filed by them.

2. The brief history of the progress of proceedings is Reference No. NIT-1 of 1970 up to the beginning of April, 1971 was given in Award Part I which was published in the Government of India Gazette dated June 5, 1971 with the Labour and Employment Notification No. S.O. 2241 dated May 22, 1971. It is not necessary to repeat that part of the history of the proceedings here.

3. It may be mentioned that the relations between the Indian Airlines and their workmen continued to be far from happy even after the reference of the present dispute to this Tribunal. According to the management of the Indian Airlines, their workmen resorted to 'work to rule', 'go slow' tactics, strikes and work-stoppages and refused to work over-time which led to extensive cancellation of flights and disruption of air services. A lock-out was declared by the management with effect from March 13, 1971. The Indian Airlines filed a statement before this Tribunal on March 15, 1971 explaining the circumstances leading to the lock-out.

4. Subsequent to the declaration of the lock-out, there were negotiations between the Indian Airlines and the ACEU, the Indian Aircraft Technicians' Association (hereinafter called the 'IATA') and also the unions of other categories of employees. As a result of these negotiations, the unions promised to ensure normal uninterrupted, efficient air services and to use their influence, where necessary, to impose self-restraint and discipline on their members. The management, in turn, agreed to lift the lock-out and to assure the employees of normal working conditions.

5. An application was filed by the Indian Airlines on April 1, 1971, praying that the proceedings before the Tribunal might be adjourned sine die to enable the parties to carry on further bi-partite negotiations. This application was heard on the same day. It was not considered appropriate to adjourn the proceedings sine die. An adjournment was allowed only up to April 17,

1971 so that the evidence could start in case the parties did not file a settlement in the meantime.

6. On April 17, 1971, an application was made by the ACEU, praying for more time to carry on negotiations with the Indian Airlines. The management also filed on the same day a statement saying that they were prepared to enter into an agreement on similar terms as were embodied in the settlement of March 18, 1971, arrived at between the Air India and the ACEU, which has been reproduced in the Award Part I. The management, however, agreed to a short adjournment being allowed for carrying on further negotiations. The case was accordingly adjourned to May 5, 1971 for final hearing.

7. On May 5, 1971, another application was moved by the ACEU, praying for a further adjournment on the ground that the bipartite negotiations had progressed considerably and that there was every possibility of a settlement being reached on all the items pending for adjudication. The case was accordingly adjourned to May 17, 1971.

8. On May 15, 1971, the ACEU and the Indian Airlines filed a joint application praying for further adjournment upto May 24, 1971 on the ground that they hoped to arrive at a settlement within the next two or three days. This application was heard on May 17, 1971 and the parties were allowed time till May 24, 1971 to file a settlement and June 18, 1971 was fixed for evidence in case no settlement was arrived at.

9. Ultimately, a settlement dated June 2, 1971, was filed on June 5, 1971, along with a joint application dated June 2, 1971, from the ACEU and the Indian Airlines (registered as Application No. Misc./NIT-1/70/23) praying for a consent award in terms of this settlement. Notice of this joint application was issued to the Air-India, the Air India Inspectors' Association and the Air India Staff Association permitting them to file objections, if any, on or before June 17, 1971, and the case was fixed for hearing on June 18, 1971. Nobody appeared on behalf of the Air India Inspectors' Association and the Air India Staff Association. The case, therefore, proceeded *ex-parte* against them under Rule 22 of the Industrial Dispute, (Central) Rules, 1951. The Air India Inspectors' Association had, however, filed at Delhi on June 16, 1971, an application saying that they had no objection to a consent award being given in terms of the settlement. The Air India's representative had no objection to an award being made in terms of the settlement between the ACEU and the Indian Airlines. The application as well as the settlement are reproduced below in full:

(APPLICATION No. Misc./NIT-1/70/23)

"BEFORE THE NATIONAL INDUSTRIAL,  
NEW DELHI

The Presiding Officer,  
National Industrial Tribunal,  
New Delhi.

REFERENCE NIT-1 OF 1970

SUBJECT.—*In the matter of Reference under Sub-Section (1-A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947).*

PARTIES:

Employers in relation to:

**Indian Airlines**

AND

Their Workmen as represented by the  
Air Corporations Employees' Union.

MAY IT PLEASE YOUR LORDSHIP,

The parties, Indian Airlines and the workmen as represented by Air Corporations Employees' Union, respectfully submit as follows:—

1. We, Indian Airlines and Air Corporations Employees' Union, parties in the abovementioned reference,

have reached a Settlement in regard to Air Corporations Employees' Union's demands on Indian Airlines and the Indian Airlines' demands on the Air Corporations Employees' Union in respect of the categories as represented by them. A copy of the Settlement is enclosed. We both pray that the Honourable Tribunal may be pleased to give the consent Award in the terms of the above Settlement.

2. In respect of all other categories covered by the above reference for whom Settlement could not be arrived at, negotiations are in progress and the Settlement, as and when reached, shall be submitted to the Honourable Tribunal for consent.

Dated at New Delhi, the 2nd day of June, 1971—

Witnesses: For and on behalf of Indian Airlines.

- |                        |   |
|------------------------|---|
| 1. (Sd/-) P. CHADHA.   | 1. (Sd/-) V. SATYAMURTI,<br>Financial Controller                            |
| 2. (Sd/-) KRISHAN DEV. | 2. (Sd/-) S.N. CHAKRAVARTY,<br>Personnel & Industrial<br>Relations Manager. |

Witnesses: For and on behalf of Air Corporations Employee's Union.

- |                        |   |
|------------------------|---|
| 1. (Sd/-) S.N. SHARMA. | 1. (Sd/-) S.K. ROY CHOWDHURY,<br>President.     |
| 2. (Sd/-) K.B. RAO.    | 2. (Sd/-) P. K. MAJUMDAR,<br>General Secretary, |

NAME OF PARTIES : INDIAN AIRLINES

AND

Air Corporations Employee's Union

Representing Employers:

1. V. Satyamurti, Financial Controller.
2. S. N. Chakravarty, Personnel & Industrial Relations Manager.

Representing Workmen:

1. S. K. Roy Chowdhury, President.
2. P. K. Majumdar, General Secretary.

Whereas:

(a) the Air Corporations Employees' Union (hereinafter to as "the Union") submitted a Charter of Demands to Indian Airlines (hereinafter referred to as "the Management") with its letter dated the 27th May 1969, in respect of categories of workmen in grades 1 to 9 and Cabin Attendants.

(b) the Management with its letters dated the 13th September, 15th September, 23rd October, 1969 and 22nd January 1970, served on the Union a list of certain measures *inter alia* for obtaining increased efficiency and productivity and for better utilization of manpower;

(c) Several meetings were held from time to time between the Management and the Union in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result the respective demands of the Union and the Management were admitted in conciliation by the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government;

(e) by its Order dated 2nd November 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;

(f) after the Reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

Now therefore it is hereby agreed and declared by and between the parties hereto as follows:—

1.1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay (hereinafter referred to as 'workmen'):

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 130—5—180—10—200—15—230.
- (iii) Rs. 150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.
- (vi) Rs. 150—10—200—15—245—20—385—25—510.

and is in full and final settlement of the Union's Charter of Demands and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen.

1.2. In respect of the demands of the Union pertaining to categories not covered under this Settlement and the Management's demands in respect of such categories; no settlement has been reached.

## 2. Scales and Grades of Pay:

2.1. with effect from 1st March, 1971, the following modifications, in the scales of pay of the categories indicated below, shall be made:—

(a) The existing scale of pay of Rs. 150—10—200—15—230 insofar as it is applicable to the Drivers and the existing scale of pay of Rs. 200—15—245—20—345 insofar as it is applicable to senior Drivers shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345.

(b) Insofar as the workmen covered by this agreement, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen covered by this agreement and the Union drops and gives up its demands in respect thereof.

2.3. Workmen in the existing scales of pay mentioned below who were at or above the maximum of the grade on 31st March, 1971 will be granted annual increment on the due date during the financial years 1971-72 and 1972-73 and also on 1st April, 1973 in the case of workmen whose date of increment falls due on 1st April:—

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 150—10—200—15—230 (for Loading Supervisors only).
- (iii) Rs. 130—5—150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.

Similarly such of the workmen belonging to the categories mentioned above who reached the maximum of the grade on 1st April, 1971 or who may reach the maximum on 1st October, 1971 and 1st April, 1972, will be given one increment on 1st April, 1972, 1st October, 1972 and 1st April, 1973 respectively over and above the maximum of the grade in addition to the secondary increment admissible under the Rules.

2.4. All the workmen in the scales of pay referred to in Clause 1.1. hereof shall be granted, a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the following minima:—

- (a) Rs. 60.00 per month in the case of workmen drawing basic pay upto Rs. 140.00 per month;
- (b) Rs. 80.00 per month in the case of workmen drawing basic pay of Rs. 150.00 and above per month.

2.5. The "Special Allowance" will be calculated on the actual 'pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual 'pay' drawn.

2.6. The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.7. The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.8. The *Ad hoc* payment of Rs. 40.00 per month already made to the workmen under Staff Notice No. D. Pers./57, dated the 28th March, 1970 and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the *Ad hoc* payment of Rs. 40.00 per month shall be discontinued thereafter.

## 3. Transport Allowance:

With effect from 1st April 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30.00 per month to workmen drawing basic pay upto Rs. 229.00 per month.
- (b) Rs. 35.00 per month to workmen drawing basic pay of Rs. 230.00 and above per month.

## 4. Washing Allowance:

Workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8.00 per month with effect from 1st March, 1971.

## 5. Flying Allowance:

Workmen detailed on flying duties shall be paid a flying allowance at the revised rate of Rs. 5.00 per flying hour, with effect from 1st March 1971.

## 6. Meal Allowance:

Workmen will be entitled to Meal Allowance at the following revised rates:—

Breakfast	.	.	.	Rs. 2.00
Lunch	.	.	.	Rs. 4.00
Tea	.	.	.	Rs. 1.80
Dinner	.	.	.	Rs. 4.00

Other conditions regarding the grant of Meal Allowance shall remain unchanged.

7. The existing employees in the scales (i) to (v) mentioned in para 1.1. above (other than those in the Engineering Department and M. T. Workshop) who have passed Matriculation/Senior Cambridge/Indian School Certificate/Higher Secondary and have rendered not less than 5 years service will be placed in the revised scale of Rs. 150—640 subject to availability of vacancies.

## 8. Transfer to Outstations:

Transfers to outstations in India, Pakistan and Ceylon will not exceed three years except in difficult stations, namely, Assam, Manipur, Tripura, Siliguri and Khajuraho where such period will not exceed one year.

9. The Union hereby drops and gives up its demands pertaining to workmen covered by this agreement raised in their Charter of Demands dated 27th May, 1969 or before the National Industrial Tribunal in Reference NIT-1 of 1970.

10. The Union agrees that privileges leave shall be availed of only with prior permission and not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be

less than 5 days in the case of those working 5-day week and 8 days in the case of others. Privilege leave can also be availed of in excess of the aforementioned three occasions on ground of self sickness alone provided the workmen has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

11. The Union agrees that the workman shall perform all duties which are incidental to their main duties.

12. The Union concedes the necessity of measures of rationalisation consistent with Tripartite Resolutions of Indian Labour Conference and the management's right to introduce such measures so as to improve the Corporation's overall standard of efficiency to reduce costs and to step up its productivity in the larger interests of the employees, Corporation and the country.

13. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted sections or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

14. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

15. The Union agrees to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on special holidays, such as death of a VIP.

16. The Union agrees to the discontinuation of the grant of substitute day off to the workman working in shifts detail a overtime duty in continuation of the normal duty period when such normal duty period is followed by a restroted off-day.

17. The Union agrees to the introduction of 5-day week for non-shift workmen at such of its administrative establishments as the Management may decide from time to time. The weekly working hours on introduction of 5-day week will remain unchanged. 5-day week means that workmen in any of the establishments who are at present working full day from Monday to Friday and half day on Saturday shall hereafter work 5 full days per week from Monday to Friday. Saturday and Sunday shall be observed as weekly holidays.

18. *Shift system.*—The Corporation may revise from time to time the shift arrangements at the different bases both in regard to the composition of the shifts as well as the shift timings, so as to meet the variations in workload. This may include the provisions of alternate night shift. Before the shift arrangements are revised, the revision will be discussed with the Union and every endeavour will be made to reach an agreed decision. In the event of no agreed decision, the matter will be referred to the Assistant General Manager for a final decision after necessary consultation with the Central Office. Shifts system need not be uniform for all departments. The shifts will be so organised as to ensure that no employee is made to work for more than 44 hours in a week subject to no employee being made to work for a spread over in

excess of what is permissible under the Factories Act, 1948.

19. The Union agrees that a demand in respect of the categories of workmen mentioned in Clause 1.1 hereof which is either dropped or omitted from this Agreement involving financial commitment on the part of the Corporation will be submitted of the period of this settlement.

20. Except as specified in Clauses 2, 3, 4 and 5 this agreement shall not have any retrospective effect.

21. No payment due or made prior to the date of this Agreement on the basis of emoluments already drawn by the workmen covered by this Agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this agreement coming into force.

22. *Period of Agreement.*—This Agreement will remain in force till 31st March, 1973.

23. The increased salary and allowances under this Agreement will be paid from June, 1971 salary onwards and all efforts will be made to pay the arrears arising out of the implementation of this Agreement as early as possible but not later than the 30th November, 1971.

24. The parties hereto agree that they will make joint application to the National Industrial Tribunal in Reference No. NIT-1 of 1970 praying that a consent award may be passed in terms of this Settlement.

Dated this the 2nd June, 1971.

Witness:

1. (Sd.)- P. CHADHA	1. (Sd.)- V. SATYAMURTI Financial Controller
2. (Sd.)-KRISHNAN DEV	2. (Sd.)- S.N. CHAKRAVARTIY Personnel and Industrial Relations Manager,

FOR THE EMPLOYEES

1. (Sd.)- S.N. SHARMA	1. (Sd.)- S.K. ROY CHOUDHURY President
2. (Sd.)- K.R.R. RRO	2. Sd/ P.K. MAJUMDAR General Secretary
3. (Sd.)- J.N. KAREKAR	

FOR THE WORKMEN,,

10. The settlement was verified on behalf of the Indian Airlines and the ACEU. It is only in respect of categories of workmen mentioned in clause 1.1 thereof and is in full and final settlement of the demands of the ACEU in so far as they relate to those categories of workmen only.

11. According to the settlement, the existing scales of pay of Rs. 150—10—200—15—230 and Rs. 200—15—245—20—345 applicable to the Drivers and Senior Drivers respectively, are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345. Similarly, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 are to be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640. The workmen in the existing scales of pay mentioned below, who were at or above the maximum of the grade on March, 31, 1971, are also to be granted annual increments on the due dates during the financial years 1971-72, 1972-73,



and also on April 1, 1973 in the case of workmen whose dates of increment fall due on the 1st of April:

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 150—10—200—15—230 (for Loading Supervisors only).
- (iii) Rs. 130—5—150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285.
- (v) Rs. 200—15—245—20—345.

Similarly, such of the workmen belonging to the categories mentioned above who had reached the maximum on the April 1, 1971 or who may reach the maximum on October 1, 1971 and April 1, 1972 will be given one increment on April 1, 1972, October 1, 1972 and April 1, 1973 respectively, over and above the maximum of the grade in addition to the secondary increment admissible under the Rules. The above-mentioned interlinking of the scales and the grant of increments to workmen who have reached or will reach the maximum of the grade, is certainly of benefit to the categories of workmen mentioned above.

12. The workmen referred to in clause 11 are also to be granted, under the settlement, a special allowance equivalent to 15 per cent of their emoluments which at present counts as pay for the purpose of the Indian Airlines Employees Provident Fund Regulations, 1955 subject to the following minima:

- (a) Rs. 60 p.m. for the workmen drawing basic pay upto Rs. 149 per month.
- (b) Rs. 80 p.m. in the case of workmen drawing basic pay of Rs. 150 and above per month.

The conditions are mentioned in clause 2.5 of the settlement. The special allowance is to be calculated on the actual pay drawn at each stage of the applicable pay scale and in the case of workmen drawing secondary increments on the basis of actual pay drawn. The special allowance is not to be taken into consideration for the purpose of any other allowances or emoluments or for any purpose whatsoever except for overtime payment, licence fee for the use of accommodation provided by the Corporation and the Provident Fund. Despite these limitations, the special allowance is of benefit to the workmen. It is to be paid with effect from 1st April, 1969.

13. The Transport Allowance, the revised rates for Washing Allowance, Flying Allowance and the Meal Allowance provided for in the settlement, are also of benefit to the workmen.

14. It is also of benefit to them that the existing employees in the scales (i) to (v) in clause 1.1 of the settlement (other than those in the Engineering Department and M. T. Workshops) who have passed Matriculation/Senior-Cambridge/Indian School Certificate/Higher Secondary and have rendered not less than 5 years permanent service, are to be placed in the scale of Rs. 150—640, subject to the availability of vacancies.

15. The provision that (i) transfers to outstations in India, Pakistan and Ceylon will not exceed three years, and (ii) that transfers to difficult stations, namely, Assam, Manipur, Tripura, Silliguri and Khairahar are not to exceed one year, will also benefit the workmen.

16. The ACEU, on its part, has dropped and gives up the demands pertaining to certain items raised in the charter of demands dated May 27, 1969 or in the statement of claims before this Tribunal. The ACEU has further agreed that privilege leave shall be availed of only with the prior permission and not so more than three occasions in a financial year. It has also been agreed that the number of days of privilege leave on each occasion shall not be less than 5 days in the case of these working 5 day week and 6 days

in the case of others. In addition to the aforesaid three occasions, the privilege leave can, under the settlement, also be availed of on grounds of sickness of the person himself only provided that he has already exhausted fully, the sick leave due to him and the application is supported by a medical certificate from a registered medical practitioner. If leave claimed is in excess of 2 days, it shall have to be supported by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances, where privilege leave has to be availed of on more than three occasions because of unforeseen circumstances, other than sickness, an immediate report has to be made to the sanctioning authority and the grant of such leave is to be at the discretion of such authority. The workmen have also agreed to perform all duties which are incidental to their main duties.

17. The ACEU concedes in the settlement, the necessity of measures of rationalisation, consistent with Tripartite Resolution of the Indian Labour Conference and the management's right to introduce such measures in order to improve the Corporation's overall standard of efficiency, to reduce costs and to step up its productivity in the larger interests of the employees, the Corporation and the country.

18. The ACEU has further agreed to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various Sections and Departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or convenience to the passengers and the public. It has also agreed to cooperate fully and whole-heartedly, with the management in maintaining discipline, increasing efficiency and improving productivity and to the withdrawal of over-time allowance substitute time-off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on 'special' holidays such as death of a V.I.P. Discontinuation of the grant of substitute day off to the workmen working in shifts detained on over-time duty in continuation of the normal duty period when such normal duty period is followed by a restored off-day, has also been agreed to by the ACEU.

19. All this will be helpful in achieving increased efficiency and productivity and for better utilisation of manpower. So will be the agreement of the ACEU in respect of the provisions contained in clause 17 of the settlement regarding 5-day week and in clause 18 regarding the shift system and the recognition of the right of the Corporation to revise, from time to time, the shift arrangements at different bases in regard to the composition of shifts as well as the shift timings so as to meet the variations in the work-load. The ACEU has further agreed that no demand in respect of the categories of workmen mentioned in Clause 1.1 of the settlement which is either dropped or omitted from the settlement, involving financial commitment on the part of the Corporation, will be submitted during the period the settlement is in operation. Except as specified in Clause 2 to 5, the settlement is not to have any retrospective effect. Nor shall the payments due or made prior to the date of this settlement on the basis of emoluments already drawn by the workmen covered by this settlement be recalculated on the basis of the emoluments as now increased. Nor is any recovery to be made from the workmen towards the difference in licence fees for staff quarters occupied by them from a date prior to the coming into force of this settlement.

20. The settlement is to remain in force till March 31, 1973 and the increased salary and allowances under it are to be paid with effect from June, 1971 salary onwards. All efforts are to be made to pay the

arrears arising out of the implementation of this settlement as early as possible but not later than November, 30, 1971.

21. This settlement too, like the one between the ACEU and the Air-India, does not resolve the entire dispute between the Indian Airlines and their workmen covered by this Reference as it leaves out of consideration the Cabin Crew and certain other categories of staff employed under the Indian Airlines. The mere fact that the settlement resolves the dispute only partly does not vitiate it in any manner. On the other hand, it is hoped and expected that because of the attitude exhibited in the settlement by both the parties, it would remove the cause of friction between them to a large extent and will be a stopping stone for further settlement or settlements resolving the dispute in respect of remaining categories covered by the order of Reference. This settlement has not been shown to be unlawful or unjust. While this settlement benefits the workmen their response to the demands of the Indian Airlines concerning matters mentioned above is also in the interest of the Corporation and the country as a whole. The settlement is just and fair and will benefit both the Corporation and the workmen covered by the settlement.

22. The joint Application No. Misc./NIT-1/70/23 filed by the ACEU and the Indian Airlines is, therefore, allowed and the settlement of June 2, 1971, referred to above, filed with this application is ordered to be recorded.

23. I make an Award Part II in terms of the settlement of June 2, 1971 which shall form part of the Award. In the circumstances of the case, I make no order as to costs. Let the Award be submitted to the Central Government as Award Part II.

24. Since the dispute still survives between the Air-India/Indian Airlines and their workmen in respect of certain categories not covered by the settlements of 18th March, 1971 and June 2, 1971, separate award or awards in respect of the unresolved part of the dispute will follow.

(Sd.) M. CHANDRA,  
Presiding Officer,  
National Industrial Tribunal.

NEW DELHI;

Dated July 28, 1971.

Settlement dated 2-6-1971

#### NAME OF PARTIES:

Indian Airlines and Air Corporations Employees' Union.

#### Representing Workmen:

1. V. Satvamurti, Financial Controller.
2. S. N. Chakravarty, Personnel & Industrial Relations Manager.

#### Representing Employers:

1. S. K. Roy Chowdhury, President.
2. P. K. Majumdar, General Secretary.

#### Whereas:

(a) the Air Corporations Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands to Indian Airlines (hereinafter referred to as "the Management") with its letter dated the 27th May, 1969, in respect of categories of workmen in grades 1 to 9 and Cabin Attendants.

(b) the Management with its letters dated the 13th September, 15th September, 23rd October, 1969 and 22nd January 1970, served on the Union a list of certain measures *inter alia* for obtaining increased efficiency and productivity and for better utilisation of manpower;

(c) several meetings were held from time to time between the Management and the Union in respect of the said Charter of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officer submitted his failure report to the Central Government;

(e) by its Order dated 2nd November 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970) for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;

(f) after the Reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union have arrived at the settlement herein contained.

Now therefore, it is hereby agreed and declared by and between the parties hereto as follows:—

1.1. This Settlement is only in respect of the categories of workmen in the following existing scales of pay (hereinafter referred to as 'workmen'):—

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 130—5—150—10—200—15—230.
- (iii) Rs. 150—10—200—15—230.
- (iv) Rs. 150—10—200—15—245—20—285
- (v) Rs. 200—15—245—20—345.
- (vi) Rs. 150—10—200—15—245—20—385—25—510.

and is in full and final settlement of the Union's Charter of Demands and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the above mentioned categories of workmen.

1.2. In respect of the demands of the Union pertaining to categories not covered under this Settlement and the Management's demands in respect of such categories, no settlement has been reached.

#### 2. Scales and Grades of Pay:

2.1 With effect from 1st March, 1971, the following modifications, in the scales of pay of the categories indicated below, shall be made:—

- (a) The existing scale of pay of Rs. 150—10—200—15—230 insofar as it is applicable to the Drivers and the existing scale of pay of Rs. 200—15—245—20—345 insofar as it is applicable to Senior Drivers shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—345.
- (b) Insofar as the workmen covered by this agreement, the existing scale of pay of Rs. 150—10—200—15—245—20—385—25—510 and the existing scale of pay of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 150—10—200—15—245—20—385—25—560—40—640.

2.2. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen covered by this agreement and the Union drops and gives up its demands in respect thereof.

2.3. Workmen in the existing scales of pay mentioned below who were at or above the maximum of the grade on 31st March, 1971 will be granted annual increment on the due date during the financial years 1971-72 and 1972-73 and also on 1st April, 1973 in the case of workmen whose date of increment falls due on 1st April:—

- (i) Rs. 100—5—150—10—190.
- (ii) Rs. 130—10—200—15—230 (for Loading Supervisors only).

(iii) Rs. 130—5—150—10—200—15—230.

(iv) Rs. 150—10—200—15—245—20—285.

(v) Rs. 200—15—245—20—345.

Similarly such of the workmen belonging to the categories mentioned above who reached the maximum of the grade on 1st April, 1971 or who may reach the maximum on 1st October, 1971 and 1st April, 1972 will be given one increment on 1st April, 1972, 1st October, 1972 and 1st April, 1973 respectively over and above the maximum of the grade in addition to the secondary increment admissible under the Rules.

2.4. All the workmen in the scales of pay referred to in Clause 1.1. hereof shall be granted a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as 'pay' for the purpose of the Indian Airlines Employees' Provident Fund Regulations, 1955, subject to the following minima:—

- (a) Rs. 60.00 per month in the case of workmen drawing basic pay upto Rs. 149.00 per month;
- (b) Rs. 80.00 per month in the case of workmen drawing basic pay of Rs. 150.00 and above per month.

2.5. The "Special Allowance" will be calculated on the actual 'pay' drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual 'pay' drawn.

2.6 The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.7 The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.8 The Ad-hoc payment of Rs. 40.00 per month already made to the workmen under Staff Notice No. D.Pers/57, dated the 28th March, 1970 and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the Ad-hoc payment of Rs. 40.00 per month shall be discontinued thereafter.

### 3. Transport Allowance:

With effect from 1st April, 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30.00 per month to workmen drawing basic pay up to Rs. 229.00 per month.
- (b) Rs. 35.00 per month to workmen drawing basic pay of Rs. 230.00 and above per month.

### 4. Washing Allowance:

Workmen who are provided with uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8.00 per month with effect from 1st March 1971.

### 5. Flying Allowance:

Workmen detailed on flying duties shall be paid a flying allowance at the revised rate of Rs. 5.00 per flying hour, with effect from 1st March, 1971.

### 6. Meal Allowance:

Workmen will be entitled to Meal Allowance at the following revised rates:—

Breakfast	.....	Rs. 2.00
Lunch	.....	Rs. 4.00
Tea	.....	Rs. 1.50
Dinner	.....	Rs. 4.00

Other conditions regarding the grant of Meal Allowance shall remain unchanged.

7] The existing employees in the clauses (i) to (v) mentioned in para 1.1 above (other than those in the Engineering Department and M.T. Workshops) who have passed Matriculation/Senior Cambridge/Indian School Certificate/Higher Secondary and have rendered not less than 5 years permanent service will be placed in the revised scale of Rs. 150—640 subject to availability of vacancies.

### 8. Transfer to Outstations:

Transfers to outstations in India, Pakistan and Ceylon will not exceed three years except in difficult Stations, namely Assam, Manipur, Tripura, Silliguri and Khajuraho where such period will not exceed one year.

9. The Union hereby drops and gives up its demands pertaining to workmen covered by this agreement raised in their Charter of Demands dated 27th May, 1969 or before the National Industrial Tribunal in reference NIT-1 of 1970.

10. The Union agrees that privilege leave shall be availed of only with prior permission and on not more than three occasions in a financial year. The number of days of privilege leave on each occasion shall not be less than 5 days in the case of those working 5-day week and 6 days in the case of others. Privilege leave can also be availed of in excess of the aforementioned three occasions on grounds of self sickness alone provided the workman has already fully exhausted sick leave due to him, and provided that leave application is supported by a medical certificate from a registered medical practitioner and if the leave is in excess of two days by a certificate granted or countersigned by the Medical Officer of the Corporation. In special circumstances where privilege leave has to be availed on more than three occasions due to unforeseen circumstances other than sickness, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

11. The Union agrees that the workmen shall perform all duties which are incidental to their main duties.

12. The Union concedes the necessity of measures of rationalisation consistent with Tripartite Resolutions of Indian Labour Conference and the management's right to introduce such measures so as to improve the Corporation's overall standard of efficiency to reduce costs and to step up its productivity in the larger interests of the employees, Corporation and the country.

13. The Union agrees to observe constitutional means and to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's services or inconvenience to its passengers and the public.

14. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, increasing efficiency and improving productivity.

15. The Union agrees to the withdrawal of overtime allowance/substitute time off in respect of workmen who may be detained for duty due to exigencies of Corporation's work on special holidays, such as death of a VIP.

16. The Union agrees to the discontinuation of the grant of substitute day off to the workmen working in shifts detailed on overtime duty in continuation of the normal duty period when such normal duty period is followed by a rostered off-day.

17. The Union agrees to the introduction of 5-day week for non-shift workmen at such of its administrative establishments as the Management may decide

from time to time. The weekly working hours on introduction of 5-day week will remain unchanged. 5-day week means that workmen in any of the establishments who are at present working full day from Monday to Friday and half day on Saturday shall hereafter work 5 full days per week from Monday to Friday. Saturday and Sunday shall be observed as weekly holidays.

#### 18. Shift System:

The Corporation may revise from time to time the shift arrangements at the different bases, both in regard to the composition of the shifts as well as the shift timings, so as to meet the variations in workload. This may include the provisions of alternate night shift. Before the shift arrangements are revised, the revision will be discussed with the Union and every endeavour will be made to reach an agreed decision. In the event of no agreed decision, the matter will be referred to the Assistant General Manager for a final decision after necessary consultation with the Central Office. Shifts system need not be uniform for all departments. The shifts will be so organised as to ensure that no employee is made to work for more than 44 hours in a week subject to no employee being made to work for a spread over in excess of what is permissible under the Factories Act, 1948.

19. The Union agrees that no demand in respect of the categories of workmen mentioned in Clause 1.1. hereof which is either dropped or omitted from this Agreement involving financial commitment on the part of the Corporation will be submitted during the pendency of this Settlement.

20. Except as specified in Clauses 2, 3, 4 and 5 this Agreement shall not have any retrospective effect.

21. No payment due or made prior to the date of this Agreement on the basis of emoluments already drawn by the workmen covered by this Agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

#### 22. Period of Agreement:

This Agreement will remain in force till 31st March, 1973.

23. The increased salary and allowances under this Agreement will be paid from June 1971 salary onwards and all efforts will be made to pay the arrears arising out of the implementation of this Agreement as early as possible but not later than the 30th November, 1971.

24. The parties hereto agree that they will make joint application to the National Industrial Tribunal in Reference No. NIT-1 of 1970 praying that a consent Award may be passed in terms of this Settlement.

Dated this 1st 2nd June, 1971.

#### Witnesses

1. Sd/- V. SATYAMURTI,

Financial Controller

1. Sd/- P. CHADHA

2. Sd/- KRIHAN DEVI Sd/- S.N. CHAKRAVARTY,  
Personnel and Industrial Relations  
Manager.

For the Employers

1. Sd/- S.M. SHIRMA

1. Sd/- S.K. ROY CHOWDHRY

President

2. Sd/- K. B. P. RAO

2. Sd/-  
(P. K. MAJUMDAR),

3. Sd/- J.M. KAREKAR General Secretary  
For the Workmen

#### BEFORE THE NATIONAL INDUSTRIAL TRIBUNAL, NEW DELHI

Reference No. NIT-1 of 1970

In the matter of an industrial dispute between the employers in relation to the Air-India and the Indian Airlines and their workmen as represented by:-

- (1) Air Corporation Employees' Union, New Delhi.
- (2) Air-India Inspectors' Association, Bombay.
- (3) Air-India Staff Association, Bombay.

#### PRESENT:

The Hon'ble Shri M. Chandra, retired Judge, Allahabad High Court Presiding Officer.

#### APPEARANCES:

##### For the Employers:

Shri Sohrab Vimadlal, Barrister-at-Law, with Sarvashri S. K. Wadia, Solicitor, S. K. Nanda, Chief Personnel Manager, for the Air-India.

Shri G. B. Pai, Advocate, with Shri O. C. Mathur, for the Indian Airlines.

##### For the Employees:

Shri Madan Mohan, Advocate, with Shri P. K. Majumdar, Shri V. M. Fernandes, for the Air Corporation Employees' Union.

Shri C. G. Nadkarni, Advocate, with Shri K. S. Mani, for the Air India Inspectors' Association.

(Application No. Misc./NIT-1/70/24 dated 23-6-1971 filed jointly by the Air-India and Air-Corporation Employees' Union)

#### AWARD

##### PART III

This is an Application filed jointly on behalf of the Air-India and the Air Corporation Employees' Union (hereinafter called ACEU) stating that they have reached a settlement with regard to ACEU's demands on Air-India and the Air-India's demands on the ACEU in respect of certain categories of workmen mentioned in the settlement. The parties pray that a consent award be given by this Tribunal in terms of the settlement.

A brief history of the progress of proceedings in Reference No. NIT-1 of 1970 upto the beginning of April, 1971 has been given in Award Part-I and thereafter till 16th June, 1971 in Award Part-II, published in the Government of India Gazette dated 5th June, 1971 and 28th August, 1971 with Labour and Employment Notification No. S.O. 2241, dated May 22, 1971 and No. S.O. 4501, dated August 19, 1971, respectively. It is not necessary to repeat that part of the proceedings. The items of demands of the ACEU on Air-India and those of Air-India on the ACEU are given in Annexure-II of Award Part-I.

On 28th June, 1971 this application along with the settlement dated 23rd June, 1971 was filed by the parties (Air-India and ACEU). The settlement was signed on behalf of the workmen by Shri V. M. Fernandes, Joint Secretary, ACEU and Shri M. R. Shah, Vice-Chairman, ACEU, Air-India Region. Notice was sent to the other parties for hearing of this application on 12th July, 1971. On that date Shri P. K. Majumdar, Secretary of the ACEU stated that he had no information about the settlement earlier and that the Joint Secretary was not authorised to enter into such settlement. He objected to the settlement and wanted time to address the Tribunal on this point. The Air-India Inspectors' Association stated that they had no objection to the settlement as they did not come into the picture at all so far as the settlement was concerned. The Indian Airlines had also no objection. Shri P. K. Majumdar was allowed time till 14th July, 1971 to address the Tribunal on the settlement. On 14th July, 1971 the settlement was

verified by Shri S. K. Nanda, Chief Personnel Manager, Air-India and by Shri V. M. Fernandes, Joint Secretary, ACEU. Shri P. K. Majumdar stated that ACEU might be allowed an adjournment to enable them to compose the differences between them. The case was accordingly adjourned to 18th August, 1971 for disposal of Shri P. K. Majumdar's objection to this settlement and for further hearing.

Discussions went on between office-bearers of the ACEU regarding the settlement and the case was adjourned to 22nd September, 1971. Shri P. K. Majumdar had meanwhile gone abroad and it was stated on 22nd September, 1971 that since he had not yet returned from abroad the case might be adjourned regarding the settlement. The case was accordingly adjourned to 9th October, 1971 for a hearing on the settlement. On 9th October, 1971 Shri P. K. Majumdar stated that they could not compose their differences but they wanted time. The case accordingly fixed for hearing for arguments on the settlement. As Shri P. K. Majumdar did not turn up till 2.25 p.m. on 20th October, 1971 the case was adjourned to 21st October, 1971 for arguments and arguments of Shri P. K. Majumdar, Shri V. M. Fernandes and Shri S. Vimadalal were heard on that day.

The position as it appeared on 21st October, 1971 was that the settlement, which was signed on behalf of the ACEU by the Joint Secretary of the ACEU and the Vice-Chairman of the ACEU, Air-India Region, was objected to by Shri P. K. Majumdar on the ground that Shri V. M. Fernandes was not authorised to enter into such a settlement. Shri Majumdar's contention is that there was no authority either with the Secretary or the Joint Secretary to enter into a settlement and that the authority lies only with the Central Executive of the ACEU. It was contended by Shri P. K. Majumdar that the Central Executive had passed a Resolution at its meeting held on the 7th November, 1970 covering all the Regions. Shri P. K. Majumdar further urged that a settlement could only be in form 'H' of the Industrial Disputes (Central Rules) 1957, and that otherwise it would be merely a compromise which can only be entered into by an authorised representative. For this he relied on *Raza Textiles versus Raza Textile Mazdoor Sangh* 1965 (II-Labour Law Journal, 599-Allahabad).

It was contended by Shri V. M. Fernandes, Joint Secretary of the ACEU and Shri S. Vimadalal, Advocate for the Air-India that under Rule 58 of the Industrial Disputes (Central) Rules the Joint Secretary was competent to enter into the settlement and sign it on behalf of the ACEU.

Rule 58 runs as follows:—

"Rule 58—Memorandum of Settlement:—

- (1) A settlement arrived at in the course of the conciliation proceedings or otherwise, shall be in form 'H';
- (2) The settlement shall be signed by:—
  - (a) in the case of an employer, by the employer himself, or by his authorised agent, or when the employer is an incorporated company or other body corporate, by the agent, manager or other principal officer of the corporation;
  - (b) in the case of the workmen, by an officer of a trade union of the workmen or by 5 representatives of the workmen duly authorised in this behalf at a meeting of the workmen held for the purpose.

**Explanation.**—In this Rule "officer" means any of the following officer, namely:—

- (a) the President;
- (b) the Vice-President;
- (c) the Secretary (including the General Secretary);
- (d) a Joint Secretary;
- (e) any other officer of the Trade Union authorised in this behalf by the President and the Secretary of the Union.

- (3) Where a settlement is arrived at in the course of the conciliation proceedings, the Conciliation Officer shall send a report thereof to the Central Government together with a copy of the memorandum of settlement signed by the parties to the dispute.
- (4) Where a settlement is arrived at between the employer and his workmen otherwise in the course of the conciliation proceedings before a Board or a Conciliation Officer, the parties to the settlement jointly send a copy thereof to the Central Government, the Chief Labour Commissioner (Central), New Delhi, and the Regional Labour Commissioner (Central) and to the Assistant Labour Commissioner (Central) concerned."

Clause (1) of Rule 58 shows that a settlement has to be in form 'H' whether it is a settlement in the course of the conciliation proceedings or otherwise. Clause (2)(b) shows that on behalf of the workmen the settlement may be signed by any officer of a Trade Union of the workmen. If it is not signed by an officer of the Trade Union, it may then be signed by five representatives of the workmen duly authorised in this behalf at a meeting of the workmen held for the purpose. It is clear from the wordings of the clause that the necessity for this authorisation arises only in case the settlement is not signed by an officer of a Trade Union of the workmen. In that case it has to be signed by five representatives of the workmen who have to be authorised in the manner mentioned in clause (2)(b) of Rule 58.

Explanation (d) to clause (2)(b) shows that a Joint Secretary is an officer contemplated by clause (2)(b). The result is that under law a Joint Secretary of a Trade Union of the workmen has authority to sign a settlement. This alone is enough to show that a settlement signed by the Joint Secretary is perfectly valid. No question arises in his case of any necessity of his being duly authorised in this behalf by anybody else or by a meeting of the workmen. As already pointed out such an authority would have been necessary only if the settlement had not been signed by any officer of a Trade Union.

The settlement is in form 'H' and satisfies all the ingredients of form 'H'. This form applies to all settlements whether it is before Conciliation Officer or otherwise. The earlier agreement dated 18th March, 1971 between the Air-India and the ACEU was in the same form.

Preliminary clauses of the settlement, and particularly clauses (f) and (g), clearly show that this settlement is in continuation of the earlier settlement of 18th March, 1971. Clause (f) says that after reference to this Tribunal the management and the Union resumed negotiations and as a result thereof have arrived at a settlement on the 18th day of March, 1971 in respect of certain categories of workmen mentioned in that settlement. This shows that the first settlement was only in respect of particular categories and not all the categories to whom this reference related. Clause (g) says that after that settlement the Union resumed the negotiations with a view to reach a settlement in respect of the remaining categories covered by the Reference and as a result of those negotiations the management and the Union arrived at a further settlement in respect of workmen mentioned "hereinafter". Clause 1 of the settlement says that the settlement is only in respect of categories of workmen in the following existing scales of pay:—

(i) Rs. 200—15—245—20—385—25—510;	Such workman employed in the Operations Commercial and stores Departments & Painter & Works Inspectors in the Engineering Deptt.
(ii) Rs. 245—20—385—25—510;	
(iii) Rs. 325—20—385—25—560—40—640;	
(iv) Rs. 410—25—560—40—720—50—770;	

and is in full and final settlement of the Charter of Demands submitted by the Union and the demands of the Union set out in the Order of Reference in so far as they relate to the above-mentioned categories of workmen.

Clause 1.1 further says that in respect of the demands of the Union pertaining to categories the earlier settlement of 18th March, 1971 referred to above and the management's demands in respect of such categories, no settlement has been arrived at. Clause 2.2 of the settlement says that in respect of the demands of the Union pertaining to the scale of pay for the category of the Senior Technicians no settlement has been reached. Thus, the categories like the Cabin Crew and Senior Technicians have been left out. This settlement of 23rd June, 1971, therefore, is a full and complete settlement in respect of the categories mentioned in clause 1 of the settlement. It is also clear that this settlement is a result of long negotiations carried on between the management and the ACEU. These negotiations were being carried on through a Negotiating Committee of the workmen of which Shri V. M. Fernandes was an active member.

In fact, the Charter of Demands dated 15th July, 1971 out of which the present Reference has arisen, was itself signed by Shri V. M. Fernandes only. The demands regarding Cabin Crew was signed by Mr. Machado. Thus the Reference itself arises out of something signed by Shri Fernandes, who is the Joint Secretary of the Union and an officer contemplated by clause (2) of Rule 58. He is a person who is competent under law to sign the settlement. Shri V. M. Fernandes still retains the position of Joint Secretary and Regional Secretary. Even the conciliation proceedings were also attended by Shri Fernandes. The first award was on the basis of the settlement dated 18th March, 1971 which was also verified by Shri Fernandes. The original letter in the head office is signed by Shri V. M. Fernandes. In fact, the negotiations started just after the settlement of 18th March, 1971. Negotiations of this settlement were started and conducted by a Negotiating Committee. Under law as indicated by Rule 58, the positions of a Secretary, a General Secretary and a Joint Secretary, for the purpose of signing the settlement are exactly the same.

Even the bonus demands were made by Shri Fernandes who is in fact the highest representative of the Union from the Air-India. The other officers like Shri P. K. Majumdar himself and the President are from Indian Airlines "region".

The list of various settlements between Air-India and the ACEU, Air-India region, Bombay filed by the Air-India at Exhibit 'A-9' shows that a settlement dated 26th March, 1968 was signed by Shri V. Lobo, Chairman and Shri V. M. Fernandes, Regional Secretary, Bombay Region, that the settlement dated 21st October, 1966 was signed by Shri V. M. Fernandes, Chairman and Shri George Clement, Regional Secretary (Region III) ACEU, that the settlement dated 31st July, 1970 was signed by Shri V. M. Fernandes Joint Secretary, Air India Region and Shri J. E. Machado, Regional Secretary, AI Region, that the Settlement dated 28th December, 1965 was signed by Shri C. S. Ggodhole, Regional Chairman and Shri George Clement, Regional Secretary, AI Region and that the Settlement dated 12th October, 1968 was signed by Shri N. C. Mukherjee, Vice-President, Shri M. P. Dhond, Chairman (AI Region) and Shri V. M. Fernandes, Secretary (AI Region).

Exhibit 'A-9' thus shows that a number of agreements were signed by Shri V. M. Fernandes either as a Joint Secretary or as a Regional Secretary in so far as the matters relating to Air-India were concerned. The letter dated February 11, 1971, Exhibit-10 to the General Manager, Air India, Bombay was also signed by Shri V. M. Fernandes, Joint Secretary. Thus Shri Fernandes was held out all along as a representative of the workmen and had also under law the authority to sign the settlements being the Joint Secretary.

So far as the Resolution relied upon by Shri P. K. Majumdar is concerned, it is not admitted by Shri V. M. Fernandes, and the management had no information about this Resolution at all. Even that Resolution, if there was one, permits an Assistant or Joint Secretary or any other representative of the Union to help in the matter. There is ample evidence to show that in the negotiations the Joint Secretary and other members were throughout taking part. The mere fact that the General Secretary or President did not take part as members of the Negotiating Committee in one or more of the meetings between the Air-India and the ACEU does not invalidate the negotiations or the settlement arrived at as a result of these negotiations. It was not necessary that each and every member of a Negotiating Committee should attend every meeting between the ACEU and the Air-India.

Section 36(1)(a) of the Industrial Disputes Act permits any officer of a registered Trade Union of which he is a member to represent the workmen. Rule 58 provides that on behalf of the workmen the settlement shall be signed by any officer of a Trade Union of the workmen and that the word 'officer' includes a Joint Secretary of the Trade Union. Because of this and the fact that the Union has always held out Shri V. M. Fernandes as the Joint Secretary and the representative in so many settlements, the settlement cannot be said to be invalid.

As for the decision of the Allahabad High Court in Raza Textiles case (supra), the decision does not apply to the present case. That was a decision under the U.P. Industrial Disputes Act. The provisions of Rule 5 framed by the U.P. Government under U.P. Industrial Disputes Act are different from those of Rule 58 of the Industrial Disputes (Central) Rules. U.P. Government Rule 5(2)(b) provides that the settlement should be signed either by the workman himself or by the president or the Secretary of the Union or workman competent to represent workmen under section 6(1). All these words are not there in Rule 58(2)(b) of the Industrial Disputes (Central) Rules. It clearly provides that it shall be signed by any officer of a Trade Union of a workmen and does not specifically mention the President or the Secretary in the general clause. These officers are mentioned in the explanation clarifying the meaning of the word 'officer' in the general clause (b), and in that explanation the Secretary and the Joint Secretary have equal power to sign the agreement. If the Allahabad decision is interpreted to mean that even in a memorandum of settlement under Rule of the Industrial Disputes (Central) Rules, it is necessary to adduce further evidence that the signatory to the settlement has authority to enter into or sign compromise in accordance with the clear provisions of Rule 58, with due respects to their Lordships of the Allahabad High Court I do not find it possible to agree with their views.

For all these reasons I do not agree with Shri P. K. Majumdar that the settlement is to be discarded because it is signed by Shri V. M. Fernandes, the Joint Secretary.

Looking into the settlement itself it applies only to the categories of workmen in the following existing scales of pay:—

- |                                     |   |
|-------------------------------------|---|
| (i) Rs. 200—15—245—20—385—25—510.   |   |
| (ii) Rs. 245—20—385—25—510;         | Such workmen employed in the Operations Commercial & Stores Departments and Painter & |
| (iii) Rs. 325—20—385—25—560—40—640; | Works Inspectors in the Engineering Department.                                       |
| (iv) Rs. 410—25—560—40—720—50—770;  |   |

So far as the categories not covered by clause-1 are concerned, this settlement does not deal with them.

The existing scale of pay of Rs. 200-15-245-20-385-25-510 applicable to the categories of Mechanic (Cabin Service), Mukadam, Carpenter, Manson, Plumber, Sub-overseer and Tailor are to be modified to constitute



constitute the scale of Rs.200—15—245—20—385—25—40—640. Under the existing scale these categories of workmen did not go beyond Rs. 510. Under the terms of the settlement their pay and salary would go up to Rs. 640 and the increment after Rs. 500 would be Rs. 40 per year. This is clearly of great benefit to them.

The existing scale of Rs. 245—20—385—25—510—applicable to workmen in Operations, Commercial and Stores Departments and Painter in the Engineering Department and the existing scale of Rs. 325—20—385—25—560—40—640 are to be interlinked to constitute the scale of Rs. 245—20—385—25—560—40—640. This new scale of constituted by interlinking the two existing scales is clearly of benefit to the workmen, since even those who come under the existing scale would have stagnated at Rs. 510, are entitled to go right upto Rs. 640.

The existing scale of Rs. 410—25—560—40—720—50—770 applicable to workmen in the Operations Department and Works Inspector in the Engineering Department is to be modified and the new scale would be Rs. 410—25—560—40—720—50—920. Thus under the new scale instead of stopping at Rs. 720 the increments after Rs. 720 would be Rs. 50 per year and would go on until the maximum of Rs. 920 is reached. It is a clear and appreciable gain to the workmen in this category.

The settlement says that except to the extent hereinabove provided there is no change in the scales of pay applicable to those workmen and the Union dropped and gave up its demands in respect thereof. While the rise in the scales are beneficial to the workmen, the dropping of the other demands is beneficial to the management. Besides this, these changes will give to the management the benefit of the satisfaction of the workmen. This fact is itself in the interest of peace in and prosperity of the concern.

The workmen referred to in clause 1 of the settlement are also to be granted a Special Allowance equivalent to 15 per cent their emoluments which at present count as "pay" for the purpose of the Air-India Employees Provident Fund Regulations, 1954, subject to a minimum of Rs. 80 per month. The Special Allowance is to be paid with effect from 1st April, 1969 and the ad hoc payment of Rs. 40 per month already made to the workmen under Staff Notice No. 14/69-70, dated 4th February, 1970, and such payments as may be made hereafter are to be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement and ad hoc payment of Rs. 40 per month shall be discontinued thereafter. This is on the lines of what was arrived at in the provisions of agreement of 18th March, 1971 in respect of other workmen and is clearly similar to them in nature and is beneficial to the workmen.

The Transport Allowance to be paid with effect from 1st April, 1969, will be Rs. 30 per month to the workmen drawing basic pay upto Rs. 229 per month and Rs. 35 per month drawing basic pay of Rs. 230 and above per month. It may be mentioned that the workmen wherever used in the agreement refers only to the workmen covered under clause 1 of the settlement. The technical pay of Rs. 30 per month is to be extended to Masons, Plumbers, Sub-overseers and Mechanics (Cabin Service) with effect from 1st March, 1971. These provisions are also beneficial to the workmen.

The workmen have agreed to take instructions from any supervisory staff/officer who is in a higher grade and is assigned supervisory duties, to maintain and upkeep their work places, tools and equipment, etc., to carry out breakdown repairs at site of breakdown whenever required and to perform incidental duties such as blanking and requisitioning of parts etc. They have further agreed that the Technicians/chargehands will undergo practical on the job training imparted from time to time as deemed necessary for the purpose of proficiency for conversion to new types of vehicles and equipments, if any, and general/technical know-how and that the workmen will accept group transfer/

group rotation periodically from one group to another, which normally will be done on voluntary basis, and where such volunteers are not forthcoming, such transfer/rotation will be done on seniority basis subject to suitability and wherever necessary, staff will be trained for such transfer/rotation. The workmen are also to accept standard timings for various jobs including accountability by the chargehand for adherence to such timings. They agreed that the detailing of workmen for overtime work and the termination of such overtime will be decided by the concerned supervisor/officer depending on the extent and nature of work. The necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the country, are being conceded by the workmen.

This part of the settlement is not only in the interest of the management but also in the interest of the workmen in-as-much-as in increase in the efficiency and productivity of the concern while giving benefits to the workmen and without causing any hardship to them is in the larger interest of employees.

The provisions regarding Washing Allowance, Leave facilities, Overtime calculations, and Privilege Leave, are also beneficial to the workmen. The agreement on the part of the Union to observe constitutional means, to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation, to co-operate fully and wholeheartedly in maintaining discipline, improving efficiency and increasing productivity is also fair and beneficial to both the parties. The expression of these sentiments and agreements in the settlement does not detract from the settlement. On the other hand, it has to be appreciated as being beneficial to both the parties and conducive to industrial peace and prosperity of the nation.

On going through the entire settlement, I find that it is just and fair and in the interest of the workmen as well as the management. It is accordingly accepted. An Award Part-III is accordingly made in terms of the settlement dated 23rd June, 1971 which shall form part of this Award. Let this Award Part-III be sent to the Central Government.

Sd./- M. CHANDRA,  
Presiding Officer.

#### NAME OF PARTIES:

Air-India

AND

Air Corporations Employees' Union.

#### Representing Employers:

- (i) Mr. S. K. Nanda.—Chief Personnel Manager, Air-India.
- (ii) Capt. J. S. Dhillon.—Dy. Director of Operations, Air-India.

#### Representing Workmen:

- (i) Mr. V. M. Fernandes.—Joint Secretary Air Corporations Employees' Union.
- (ii) Mr. M. R. Shah.—Vice-Chairman, Air Corporations Employees' Union, Air-India Region.

#### Whereas:

(a) the Air Corporations Employees' Union (hereinafter referred to as "the Union") submitted a Charter of Demands on Air-India (hereinafter referred to as "the Management") with the letter dated 15th July, 1969, in respect of certain categories of workmen excluding the Cabin Crew and also another Charter of



Demands with its letter dated 31st August, 1970, in respect of the Cabin Crew only;

(b) the Management with its letter dated 28th October, 1969, served on the Union a list of certain measures for obtaining increased efficiency and productivity and for better utilisation of manpower;

(c) several meetings were held from time to time between the Management and the Union in respect of the said Charters of Demands and the said measures suggested by the Management, but no agreement could be reached between the parties;

(d) as a result the respective demands of the Union and the Management were admitted in conciliation but the conciliation proceedings ended in failure and the Conciliation Officers submitted his failure report to the Central Government;

(e) by its Order dated 2nd November, 1970, the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment) referred the matter to the National Industrial Tribunal (Reference No. NIT-1 of 1970), for adjudication in respect of the demands of the Union and the Management mentioned in the Order of Reference;

(f) after the reference was made to the National Industrial Tribunal, the Management and the Union resumed negotiations and as a result thereof the Management and the Union arrived at a Settlement on the 18th day of March, 1971, in respect of certain categories of workmen mentioned in the said Settlement and an application was made on the same day to the National Industrial Tribunal praying that the Hon'ble Tribunal may be pleased to give a Consent Award in the terms of the said Settlement;

(g) after the submission of the said application to the Tribunal the Management and the Union resumed further negotiations with a view to reach a settlement in respect of the remaining categories covered in the Reference No. NIT-1 of 1970 referred to in sub-clause (e) above and as a result of the negotiations the Management and Union have arrived at a further settlement herein contained in respect of categories of workmen mentioned hereinafter:

**NOW THEREFORE IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This settlement is only in respect of categories of workmen in the following existing scales of pay:

- (i) Rs. 200—15—245—20—335—25—510.
- (ii) Rs. 245—20—385—25—510.
- (iii) Rs. 325—20—385—25—560—40—640.
- (iv) Rs. 410—25—560—40—720—50—770.

Such workmen employed in the Operations, Commercial and Stores Departments and Painter and Works Inspectors in the Engineering Department.

and is in full and final settlement of the Charter of Demands submitted by the Union with its letter dated 15th July, 1969, and the demands of the Union set out in the Order of Reference dated 2nd November, 1970, insofar as the same relate to the abovementioned categories of workmen. The term "workman" wherever used in this Settlement shall mean the abovementioned categories of workmen.

1.1. In respect of the demands of the Union pertaining to categories not covered under this Settlement as well as the settlement dated 18th March, 1971, referred to above, and the Management's demands in respect of such categories no settlement has been reached.

## 2. Scales and Grades of Pay:

2.1. With effect from 1st March, 1971, the following modifications in the scales of pay of the categories indicated below shall be made:

(a) The existing scales of pay of Rs. 200—15—245—20—385—25—510 applicable to the categories of Mechanic (Cabin Service), Mukadam, Carpenter, Mason, Plumber, Sub-Overseer and Tailor shall be modified to constitute the scale of Rs. 200—15—245—20—385—25—560—40—640.

(b) The existing scale of pay of Rs. 245—20—385—25—510 applicable to workmen in Operations, Commercial and Stores Departments and Painter in the Engineering Department and the existing scale of Rs. 325—20—385—25—560—40—640 shall be interlinked to constitute the scale of Rs. 245—20—385—25—560—40—640.

(c) The existing scale of pay of Rs. 410—25—560—40—720—50—770 applicable to workmen in the Operations Department and Works Inspectors in the Engineering Department shall be modified as Rs. 410—25—560—40—720—50—920.

2.2. In respect of the demand of the Union pertaining to the scale of pay for the category of Senior Technicians, no settlement has been reached, though the Management offered a scale of pay of Rs. 385—25—560—40—720 with effect from 1st March, 1971 as against the present scale of pay of Rs. 325—20—385—25—560—40—640.

2.3. Except to the extent hereinabove provided there shall be no change in the scales of pay applicable to the workmen and the Union drops and gives up its demands in respect thereof.

2.4. All the workmen in the scales of pay referred to in Clause 1 hereof shall be granted a "Special Allowance" equivalent to 15 per cent of their emoluments which at present count as "pay" for the purpose of the Air-India Employees' Provident Fund Regulations, 1954, subject to a minimum of Rs. 80 per month.

2.5. The "Special Allowance" will be calculated on the actual "pay" drawn at each stage of the applicable pay scale. In the case of workmen drawing secondary increments, the Special Allowance will be calculated on the basis of the actual "pay" drawn.

2.6. The "Special Allowance" referred to above shall not be taken into account for consideration, for the purpose of any other allowances or emoluments or for any purpose whatsoever except for the purpose of overtime payment, licence fee for the use of accommodation provided by the Corporation and Provident Fund.

2.7. The "Special Allowance" shall be paid with effect from 1st April, 1969.

2.8. The ad-hoc payment of Rs. 40 per month already made to the workmen under Staff Notice No. 14/69-70 dated 4th February, 1970, and further such payments which may be made hereafter shall be adjusted in their entirety against the Special Allowance payable to the workmen under this agreement, and further the ad-hoc payment of Rs. 40 per month shall be discontinued thereafter.

## 3. Transport Allowance:

With effect from April 1, 1969, the workmen shall be granted a Transport Allowance at the following rates:—

- (a) Rs. 30 per month to workmen drawing basic pay upto Rs. 229 per month;
- (b) Rs. 35 per month to workmen drawing basic pay of Rs. 230 and above per month

**4. Technical Pay:**

Technical Pay of Rs. 30 per month will be extended to Mason, Plumber, Sub-Overseer and Mechanic (Cabin Service) with effect from 1st March, 1971.

5. The demand of the Air Corporation Employees' Union regarding Driving Allowance to the Mechanics who go out on Corporation's duties and drive the vehicles, will be further discussed.

**6. Washing Allowance:**

Workmen who are provided with the uniforms by the Corporation shall be paid a Washing Allowance at the revised rate of Rs. 8 per month with effect from 1st March, 1971, provided that in cases in which washing facilities are provided by the Corporation the payment of the allowance will have effect from the date from which such facility is discontinued.

**7. Leave Facilities:**

It is agreed that special Sick Leave admissible under Regulation 24A(i)(b) of the Air-India Employees' Service Regulations may be accumulated upto a maximum limit of 180 days at a time instead of 180 days during the entire period of service of the workmen. Other conditions regarding the grant of such leave shall remain unchanged.

**8. Overtime Calculations:**

It is agreed that with effect from 1st March, 1971, Technical Pay will be included for the calculation of overtime wages of Chargehands.

9. The Union hereby drops and gives up its demands pertaining to Dearness Allowance, Outstation Allowance, Resettlement Allowance, House Rent Allowance, Conveyance Allowance, Children Allowance, Graduate Allowance, Machine Allowance, Cash Handling Allowance, Duty Allowance, Rifle Allowance, Overtime Payment, Leave Facilities, Railway Fare, Air Passages, Promotions, Insurance Coverage/Compensation, retirement age, retirement benefits and Secondary Increments.

**10. Privilege Leave:**

The Union agrees that Privilege Leave shall be availed of only with prior permission and on not more than 3 occasions in financial year. The number of days of Privilege Leave on each occasion shall not be less than 6 days at a time. In special circumstances where Privilege Leave has to be availed of on more than 3 occasions due to unforeseen circumstances, an immediate report shall be made to the sanctioning authority and the grant of such leave shall be at the discretion of such authority.

**THE UNION AGREES:**

11.1. that the workmen shall take instructions from any supervisory staff/officer who is in a higher grade and is assigned supervisory duties.

11.2. that workmen will maintain and upkeep their work places, tools and equipment etc., workmen will also carry out breakdown repairs at site of breakdown whenever required. That workmen shall perform incidental duties such as blanking and requisitioning of parts etc.

11.3. that Technicians/Chargehands will undergo practical on the job training imparted from time to time as deemed necessary for the purpose of proficiency

for conversion to new types of vehicles and equipment if any and general/technical know-how.

11.4. that workmen shall accept group transfer/group rotation periodically from one group to another which normally will be done on voluntary basis, and where such volunteers are not forthcoming, such transfer/rotation will be done on seniority basis subject to suitability and whenever necessary, staff will be trained for such transfer-rotation.

11.5. that workmen will accept standard timings for various jobs including accountability by the chargehand for adherence to such timings.

11.6. that the detailing of workmen for overtime work and the termination of such overtime will be decided by the concerned supervisor/officer depending on the extent and nature of work.

12. The Union concedes the necessity of measures of rationalisation and the Management's right to introduce such measures so as to improve the Corporation's overall standards of efficiency, to reduce costs and to step up its productivity in the larger interests of employees, Corporation and the Country.

13. The Union agrees to observe constitutional means to eschew agitational steps and/or concerted actions or any other means which may have the effect of interrupting or disrupting the work of the Corporation and/or the normal functioning of the various sections and departments and/or the operation of the services of the Corporation or which may have the effect of causing delays to the Corporation's service or inconvenience to its passengers and the public.

14. The Union agrees that it will fully and wholeheartedly co-operate with the Management in maintaining discipline, improving efficiency and increasing productivity.

15. The Union agrees that no demand in respect of the categories of workmen mentioned in Clause 1 hereof which is either dropped or omitted from this Settlement involving financial commitment on the part of the Corporation will be submitted during the pendency of this settlement.

16. The Union and the Management will, during the pendency of the matter before the National Industrial Tribunal, continue negotiations in respect of scale of pay for Senior Technicians referred to in clause 2.2 hereinabove, with a view to see whether a settlement can be arrived at. However, the benefit of Special Allowance and Transport Allowance accruing from this settlement will be extended to this category.

17.1. Except as specified in Clauses 2, 3, 4 and 6 this Agreement shall not have any retrospective effect.

17.2. No payment due or made prior to this Agreement coming into force on the basis of emoluments already drawn by the workmen covered by this agreement shall be recalculated on the basis of emoluments as now increased. Similarly, no recovery shall be made from the workmen towards difference in licence fees for staff quarters occupied by them from a date prior to this Agreement coming into force.

**18. Period of Agreement:**

This agreement will remain in force till 31st March, 1973.

19. The parties hereto agree that they will make joint application to the National Industrial Tribunal praying that a consent award may be passed in terms of this settlement.

Dated this 23rd day of June, 1971.

Witnesses:

- |   |  |
|---|--|
| (1) Sd/- K. A. SAPAT.   | (1) Sd/- S. K. NANDA,<br>Chief Personnel Manager,<br>Air-India.                                  |
| (2) Sd/- V. N. MALYA.   | (2) Sd/- Capt. J. S.<br>Dhillon),<br>Dy. Director of Operations,<br>For the Air India Employers. |
| (1) Sd/- A. R. BALASUBRAMANIAN  | (1) Sd/- V. M. FERNANDES,<br>Jt. Secy.<br>Air Corporations Employees' Union.                     |
| (2) (Sd.) S. V. NAYAR,<br>Treasurer,<br>A. C. E. U. Air Corporations Employees' Union.<br>Air-India Region. | (2) (Sd.) M. R. SHAH,<br>Vice-Chairman,<br>For the Workmen.                                      |

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Statement and Documents filed by Air India

1. Preliminary Written Statement (regarding its own demands as referred) dated 30-11-1970.

2. Written Statement of Air India in reply to the Statement of claims of the ACEU, dated the 30th January, 1971.

3. Documents

- A-1 Award dated 28th January 1966 of the N.I.T. presided over by Mr. G.D. Khosla.
- A-2 Memorandum of Settlement dated 22nd July, 1966 between Air India and ACEU.
- A-3 Supplementary Memo. of Settlement dated 21st October, 1966 between Air India.
- A-4 Copy of letter dated 11-2-70 No. EST/U-3/23732 from Commercial Directors A-1, to the Regional Secretary, ACEU, with enclosures giving details of Agreement regarding duty and flight time limitations etc.
- A-5 Memo. of Settlement dated 15-7-71 between Air India and ACEU.
- A-6 Memo. of Settlement dated 31-7-71 between Air India and ACEU.
- A-7 Air India Employees' Service Regulations and Establishment Orders.
- A-8 Copy of Agreement of Recognition dated 11th June, 1966 of ACEU by Air India.
- A-9 Statement giving a list of various Settlements between Air India and ACEU, Air India Regions which were signed on behalf of the Union by the Office bearers of the Bombay Region of the Union.
- A-10 Copy of letter No. ACEU/AI-I/435 dated 11-2-71 signed by Mr. V. M. Fernandes of ACEU.
- A-11 Final Report on Probationer—Mr. A. Coutinho.
- A-12 Letter from Air India to Mr. M. K. Wadia Flight Purser No. EMP-1/PROM/88727 dated September 1, 1971.
- A-13 Duties and responsibilities of Inflight Supervisors.
- A-14 Letter from Air India to Mr. M.B. Singh Asstt. flight Purser. No. CC/MBS/571 dated Apr. 25, 1969.
- A-15 Cabin Crew Flight report of Mr. Bhasin and Mr. M.B. Singh.

A-16 Cabin Crew Flight report of Mr. S. Lazar and Mr. M.D. Pastak a dated 18-11-71.

A-17 Cabin Crew Flight report of Mr. Bazar dated 30-1-71.

A-18 Air India Boeing Liquor Order List.

A-19 Booklet issued by ACEU in 1970 mentioning flight time and duty time limitations.

A-20 Documents as listed in the Evidence of W.W. 23 Liquor and Baggage declaration form etc.

A-21 Agreement between Air India and ACEU dated 21-10-66.

A-22 Blank Examinations paper submitted by Shri S. Lazar (unsigned).

A-23 Warning issued to Miss Shrin Majai dated May '67

A-24 „ „ „ June, '67

A-25 „ „ „ July, '67

A-26 „ „ „ March, '68

A-27 „ „ „ April, '68

A-28 „ „ „ March, '69

A-29 Copy of documents filed before Khosla Tribunal giving job functions of Cabin Crew on Super Constellation and Boeing.

A-30 Air India Form regarding Inflight Food Requirements.

A-31 Air India Form regarding Food and Provision Locations.

A-32 Service report dated 8-12-61 of Shri M. P. Edekar.

A-33 Service report dated 9-12-61 of Shri M. P. Edekar.

A-34 Application for leave and sanction by Shri M. P. Edekar.

M-35 Shri M. P. Edekar's letter dated 10-12-71 regarding Muscar currency.

M-36 Original of the photostat copy of Exhibit A-34.

A-37 Personal Appearance Report dated 27-7-71 by Air Hostess R. Alvares.

A-38 Personal Appearance Report dated 31-1-71 by Miss T. Parote.

A-39 Personal Appearance Report dated 29-10-71 by Miss Donjali.

A-40 Trainee Air Hostess Report dated 8-12-71 by Miss G. Dastur in respect of trainee K. Wadhvani.

A-41 Trainee Air Hostess' Report dated 13-12-71 signed by Miss G. Dastur regarding trainees K. Wadhvani.

A-42 Hostess Check Report dated 14-2-71 in respect of R. Alvares.

A-43 Second Check Report on Probationer dated 30-7-71 Miss A. Nathani.

A-44 Final Report on Probationer dated 30-7-71 Miss A. Gainchandany.

A-45 Final Report on Probationer dated 9-3-71 Miss B. Mandas.

A-46 Miss J. Dastur's Memo dated 27-10-71 regarding Air Hostess Caps.

A-47 Miss J. Dastur's Memo dated 26/20910-71 regarding 747 Jewellery Sec.

A-48 Letter dated 17/22-11-71 from Dy. Chief Air Hostess to Mrs. M. Pilana regarding shortage of Portfolio.

A-49 Letter dated 17/22-11-71 from Dy. Chief Air Hostess to Miss P. Karawale regarding weight Check.

A-50 Letter dated 14/15-4-71 from Dy. Chief Air Hostess to Miss M. Cooper regarding Over Weight.

A-51 Letter dated 9-12-71 from Dy. Chief Air Hostess to Miss D. Fonseca regarding remarks in Personal Appearance Report.

- A—52 Letter dated 23-12-71 from Dy. Chief Air Hostess to Miss B. Taylor regarding Hindi Announcement
- A—53 Leave Application dated 26-2-71 of Shri M. B. Singh.
- A—54. Another leave application dated 27-8-70 of Shri M.B. Singh.
- A—55 Final Report on Probation Mr. A Contintoi.
- A—56 Leave application dated 19-7-71 of Shri A.K. Chakravarty.
- A—57 Memo. from Dy. Chief Flight Pursur to Shri A.K. Sharma dated 20-11-71 regarding temporary posting at London.
- A—58 Air India circular dated 17-10-70 regarding temporary posting at Beirut.
- A—59 Air India circular dated 22-5-70 regarding temporary postings.
- A—60 Air India circular dated 1-10-70 regarding Sweetner.
- A—61 Photostat copy of ACEU's Directive dated 29-5-69 regarding non-serving of meals on ground.
- A—62 Photostat copy of ACEU's Directive dated 9-9-69 regarding non-acceptance of parcels.
- A—63 Office copy of letter of Commercial Manager dated 2-8-69 regarding Trial Demonstration.
- A—64 ACEU's Directive dated 29-5-71 regarding requirements on board the 747.
- A—65 Application for leave dated 29-3-71 Sh. J.S. Vital.
- A—66 Application for leave dated 17-11-70 Sh. J.S. Vital.
- A—67 to
- A—73 Seven leave applications Sarvashri Hydon Mehra Goolho etc.
- A—74 Letter addressed to Assistant Flight Pursur dated 25-11-70 regarding Flight AI-III.
- A—75 Letter dated 10/11-6-71 signed by Sh. J.S.D. Souza regarding passenger complaint.
- A—76 to
- A—77 Two letters signed by Sh. P.J. Mahurawala dated 8th and 9th December, 1971.
- A—78 to
- A—79 Two letters signed by Sh. S.S. Hemmadi dated 26/29 November, 1971 and 7-12-71.
- A—80 Request dated 27-4-71 from Shri Lal.
- A—81 Request dated 28-4-71 from Shri B. Sabharwal.
- A—82 Report of Inflight Supervisor dated 9-9-71 Shri R.A. Ireland.
- A—83 Report of Inflight Supervisor dated 3-1-1972 Shri N. N. Urigar.
- A—84 Flight Report by Sh. B.B. Sabharwal dated 4-1-71.
- A—85 Flight Report dated 5-7-70 by Shri N. Rai.
- A—86 Special Report by Shri N. Pardiwala, Flight Supervisor, dated 14-4-70.
- A—87 Flight Report by Shri T. Pinto Inflight Supervisor dated 21-10-71.
- A—88 to
- A—89 Two flight Reports from two Flight Pursur dated 5-2-70 and 7-2-70.
- A—90 ACEU's letter dated 3-11-70 to Air India regarding Pendency of Proceedings in N.I.T.
- A—91 Air India letter dated 25-11-71 to ACEU regarding Interim Relief to Cabin Crew.
- A—92 ACEU's letter dated 25-11-71 to Air India regarding Interim Relief to Cabin Crew.

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*Documents exhibited by Managements witness*

(Air India).

1. A.M.W. 4/1 Cyclostyled and unsigned circular of the management, whose typed copy is A—13.

2. A.M.W. 5/1 Safety Instructions for 747.
3. A.M.W. 5/2 Safety Instruction for 747.
4. A.M.W. 5/3 Folder containing instructions to passenge for 747.
5. A.M.W. 5/4 Folder contains instruction to passanger for 707
6. A.M.W. 1/1 Statement showing financial burden as per demands in respect of Cabin Crew by ACEU
- NIT-1 OF 1970

*Statement and Documents filed by Indian Air Lines*

- (1) Statement of Claims dated 2-12-1970.
- (2) Documents filed on 30-1-71 as enumerated in the list attached to the documents dated 30-1-71.
- (3) Reply of the Management of the Indian Airlines on queries raised by the Tribunal dated 5-2-1971.
- (4) Reply of the Management of the Indian Airlines to the Statement of claims filed by ACEU dated 5-2-71.
- (5) Reply of Indian Airlines to the Statement of claim<sup>s</sup> of ACEU dated 1-2-1971.

*Documents:*

- B-1 Air Corporations Act.
- B-2 Air Corporations Rules.
- B-3 Services Committee Report.
- B-4 Bird Bani Prasad Award.
- B-5 Khosla Award
- B-6 1955 Agreement (dated 29-4-1955)
- B-7 1956 Agreement (dated 2-2-1956)
- B-8 Settlement dated 13th May, 1961
- B-9 Settlement dated 9th March, 1964.
- B-10 Settlement dated 1st February, 1967.
- B-11 Gazetted Service Rules.
- B-12 Standing Orders for Non-factory workers.
- B-13 Standing Orders for Factory workers.
- B-14 Recruitment and Promotion Rules.
- B-15 Existing Uniforms Manual.
- B-16 Proposed Uniforms Manual.
- B-17 Letter No. CO/GEN/F-22/174 dated June, 9<sup>th</sup> 1967 From : M. M. Ojha, General Secretary to the Industrial Relations Manager (ACEU)
- B-18 Letter No. P. ACEU/7, dated 18-3-1969. From President, ACEU to the Industrial Relations Manager.
- B-19 Letter No. CO/GEN/B-69/167, Dated 12-6-1969. From : General Secretary ACEU, to the Director Personal.
- B-20 Copy of minutes of meeting of Air India, Indian Airlines ACEU, and IATA held on 12-11-70 in the Office of Sarojini Mahishi with ends.
- B-21 Indian Airlines letter No. I.R.M./90 dated 17-2-69 to the ACEU, Calcutta regarding dercognition of ACEU.
- B-22 Government of Indian (Department of Labour and Employment) O. M. No. 32/54/67-I&E (E) dated 13-3-69 regarding recognition of the IATA in the Indian Airlines.
- B-23 Agreement dated 29-3-71 between the Air
- B-24 Chief Operations and Planning Manager India, and I.A.T.A. Memo. No. COM/AD/47/A/4120 dated 31-7-62 regarding Functions and Responsibilities of Communication Department and Chief Air Hostess.

B-13	Indian Airlines (Chief Air Force) Letter No. B.2/GA-xi/1 (4)/70 dated 21-10-70 adjourned to Miss M.I. Borgonah.	C-11	Zonal divisions of the main cabin, door and passenger Cabin.
B-26	Agreement of Air India on 15-7-70.	C-12	Chart showing Boarding devices.
B-27	Lay over allowance Cabin attendants dated 21-3-1969.	C-13	Instructions regarding Liquor Service Economy Class.
B-28	Confirmation Report, dated 11-2-71.	C-14	Breakfast Service Procedure Economy Class.
B-29	Annual Confidential Report, ending 31-12-64 of Miss M. Borgonah.	C-15	Extract from Cabin Crew Training Manual Section II Galleys and Galley Equipment Chapter 11.12: G-3 Control Panel.
B-30	ACEU's Annexure 'A' to the written Charter of Demands Statement of Indian Airlines	C-16	Extract from Cabin Crew Training Manual Section II Galleys & Galley Equipment. Chapter 11.16-Coffee Maker.
B-31	Annexure 'B' "	C-17	Air India 747 Galley Loading Plans Bombay/London/Bombay and London/New York/London. Conf.:32/321.
B-32	Annexure 'C' "	C-18	Cabin Crew Training School, Santa Cruz, Examination paper-747.
B-33	Annexure 'D' "	C-19	Cabin Crew Training School, Santa Cruz, Examination paper-747.
B-34	Annexure 'E' "	C-20	Boeing 707 Flight Safety Training Manual.
B-35	Annexure 'F' "	C-21	Air India Cabin Crew Manual.
B-36	Annexure 'G' "	C-22	Air Ministry Pamphlet 224, Sea Survival.
B-37	Annexure 'H' "	C-23	Air Ministry Pamphlet 225, Desert Survival.
B-38	Annexure 'I' "	C-24	Air Ministry Pamphlet 226, Arctic Survival.
B-39	Annexure 'J' "	C-25	Air Ministry Pamphlet No. 214, Jungle Survival.
B-40	Annexure 'K' "	C-26	Agreement between Air India Corporation and Line Pilots (22nd September, 1971).
B-41	Annexure 'L' "	C-27	Instructions of Superintendent Cabin Crew Bombay, regarding Questions customs seals No. OC/B-23/69/84 dated 23-7-1969.
B-42	Annexure 'M' "	C-28	Tariff Card-Bontique.
B-43	Annexure 'N' "	C-29	Bontique in the Sky.
B-44	Annexure 'O' "	C-30	Air India Currency Conversion Table.
B-45	Annexure 'P' "	C-31	Agreement between Air India and Aeroplane Air Hostesses dated 30-6-71.
B-46	Balance Sheet for 1970-72.	C-32	to
B-47	Indian Airlines Charter of Demands	C-40	Check Lists in reply of 747.
B-48	Settlement dated 25-12-71 between Indian Airlines and IATA.	C-41	Air Hostess (Sh. Shirin Majai) Check List
B-49	Settlement between ACEU and Airlines dated 10-1-72.	C-42	Uniform Regulations Air Hostesses.
		C-43	The Magic Carpet, Magazine—Nov. 1971.
		C-44	The Magic Carpet Magazine—Sept. 1970.
		C-45	The Magic Carpet Magazine—July, 1965.
		C-46	The Magic Carpet Magazine—Oct. 1965.
		C-47	Air India circular No. OC/5-10/dt, 21-10-71.
		C-48	Appointment letter of Miss S. Majai dated 25-9-1965.
		C-49	IAC Employees' Service Rules and Establishments of Orders.
		C-50	Agreement between Air India and India Pilots' Guild.
		C-51	Air Line Stewards and Stewardesses Associations Letter dt. 10-6-70 to Sh. M. Shah.
		C-52	to
		C-55	General declarations forms of Air India.
		C-56	to
		C-61	Check Lists of Flt. Pursurs and Asstr. Flight Pursurs.
		C-62	Latest Balance Sheet of Air India.
		C-63	Detailed Explanations in the Air India Annual Accounts 1970-71.
		C-64	Annexure 'A' to the ACEU's Written Statement.

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## Statements and Documents filed by the ACEU

- Statement of Claims dated 9-12-70.
- Reply to the Written Statement of Claims of Air India, dated 30-1-1971.
- Reply to the Written Statement of Claims of Indian Airlines dated 30-1-1971.
- Documents
  - Memo. of Settlement between Pan American World Airlines Inc. and their workmen effective 1st November, 1966.
  - A copy of 'Insurance Worker' of Nov. 1970.
  - A copy of 'Insurance Worker' of July, 1970.
  - A copy of 'Vigil' of October, 1970.
  - Conditions of Employment and local staff, India of KLM Royal Dutch Airlines.
  - Copy of Settlement between Indian Oil Corporation and their workmen dated 11-10-1969.
  - Minutes of the ACEU's Meeting held on 6th and 7th November, 1970, at Hyderabad.
  - Air India Chart regarding 747 Emergency Equipment Locations.
  - Boeing 747 Cabin Crew Training Manual.
  - Extract from Cabin Crew Training Manual Section 11: Galleys and Galley and Chapter 11.17: Hi-Temp. Oven.

- C-65 Annexure 'C' to the ACEU's Written Statement.
- C-66 Annexure 'E' to the ACEU's Written Statement.
- C-67 Circular dated 21-9-70 by Air India regarding vegetable meals.
- C-68 Circular issued by Air India dated 9-9-69 regarding vegetarian passengers.
- C-69 Circular issued by Air India dated 4-6-65 regarding beating of omelettes and scrambler eggs.
- C-70 Air India circular dated 2/5-1-70 regarding acceptance of Half Crown coin.
- C-71 Air India Circular dated 21-8-70 regarding Uganda Shillings.
- C-72 Air India circular dated 24th April, 1969 regarding introduction of Table Setting in several Sectors.
- C-73 Air India circular dated 31-7-70 regarding uplift of Kulfi.
- C-74 Air India circular dated 15-3-71 regarding closing of Cockpit door by Cabin Crew.
- C-75 Circular from Manager Customer Service dated 1-2-1969 regarding Privilege Leave.
- C-76 69th Report of Lok Sabha Secretariat (Ministry of Tourism and Civil Aviation) on Committee on Public Undertakings in respect of Air India.
- C-77 Air India Circular dated 30-9-71 regarding Temporary Posting/Layover Basis.
- C-78 Air India Time Table Valid from January 1 to March 31, 1972.
- C-79 Air India Customer Service circular d.o. letter dated 15-5-70.

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*Exhibits through Workers' Witnesses*

1. W.W. 12/1 . Memorandum of Settlement between the Management of BOAC and the Federation of BOAC Employees' Unions (India) & Employment Regulations for Staff in Salary Scales in Blocks I and II.
2. W.W. 20/1 . Letter from Regional Secretary ACEU to the Operations Manager, Indian Airlines, Bombay. No. ACEU : IA 22 : 24/227 dated 7-8-71.
3. W.W. 20/2 . Laundry Charges of Valet Dry Cleaning and Dressing items list of Taj Mahal Hotel, Bombay-1.
4. W.W. 20/3 . Laundry items list of Taj Mahal Hotel, Bombay.
5. W.W. 23/1 . Laundry List of Kuwait Sheraton Hotel.
6. W.W. 23/2 . Cairo Hotel, Laundry List.
7. W.W. 23/3 . Room Service and directory of Nile Hilton Hotel.
8. W.W. 23/4 . Jahra Tea Room, Menu, Kuwait Sheraton.
9. W.W. 23/5 . Room Service, Lunch Dinner Menu, Panagric Hotel, Nairobi—Kenya.

10. W.W. 23/6 . Laundry List of Panagric Hotel.
11. W.W. 23/7 . Room Service Menu, Hotel Miramar, Hong Kong.
12. W.W. 23/8 . Room Service Menu, Hotel Miramar, Hong Kong.
13. W.W. 23/9 . Restaurant Menu, Victoria Hotel, Tehran—Iran.
14. W.W. 26/1 . Consumer Price Index No. for working Class in Bombay.
15. W.W. 26/2 . Statement of comparative salaries of senior Captain and Flight Pursur in 1963-64.

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*Managements' Witnesses (Air India)*

1. A.M.W. 1 . Shri G. Clement 3-1-1972/13-1-1972.
2. A.M.W. 2 . Shri P. L. Goregonkar 4-1-1972.
3. A.M.W. 3 . Shri Faridoon Aibara 1-1-1972.
4. A.M.W. 4 . Shri Mangesh P. Adekar 4-1-1972. Exhibit A.M.W. 4/1.
5. A.M.W. 5 . Shri Suresh S. Homadi 10-1-1972 Exhibits A.M.W. 5/1-4.
6. A.M.W. 6 . Miss Jerro Dastur 10-1-72.
7. A.M.W. 7 . Shri U. P. N. Ravan 11-1-72.
8. A.M.W. 8 . Shri H. K. Malik 12-1-72.

## NIT-1 OF 1970

*Management Witnesses (Indian Airlines)*

1. Mrs. Meenakshi Rao . . . IMW. 1 24-12-71.
2. Shri L. P. Shunglu . . . IMW. 2 24-12-71.
3. Shri G. Clement . . . IMW. 3 1-1-1972.
4. Shri N. K. Goyal . . . IMW. 4 1-1-1972.

## NIT-1 OF 1970

*Workers' Witnesses*

## ACEU

1. Shri M. M. Ojha . . . W.W. 1 14-10-71.
2. Miss A. K. Fhtakia . . . W.W. 2 19-11-71.
3. Shri C. Ramdas . . . W.W. 3 26-11-71.
4. Shri S. K. Roy Chowdhry . . . W.W. 4 13-12-71.
5. Shri B. K. Ghosh Roy . . . W.W. 5 13-12-71.
6. Shri G. Goverdhan . . . W.W. 6 13-12-71.
7. Shri S. N. Sharma . . . W.W. 7 13-12-71.
8. Shri P. S. Chadha . . . W.W. 8 14-12-71.
9. Shri Om Prakash Gupta . . . W.W. 9 14-12-71.
10. Shri J. K. Chopra . . . W.W. 10 14-12-71.
11. Shri N. K. Kalsi . . . W.W. 11 14-12-71.
12. Shri Y. D. Sharma . . . W.W. 12 14-12-71.
13. Shri J. V. Rajmalani . . . W.W. 13 14-12-71.

14. Shri Bhuvaneshwar Dayal	W.W. 14	15-12-71
15. Shri K. B. P. Rao	W.W. 15	15-12-71
16. Mrs. M. I. Ahuja	W.W. 16	15-12-71
17. Miss P. Dick	W.W. 17	16-12-71
18. Shri Suresh Chandra Sharma	W.W. 18	16-12-71
19. Mino Wadia	W.W. 19	21-12-71
20. Shri N. K. Tiwari	W.W. 20	23-12-71
21. Shri Adi Bdulji	W.W. 21	23-12-71
22. Shri P. K. Majumdar	W.W. 22	23-12-71
23. Shri M. B. Singh	W.W. 23	21/22-12-1971
24. Mr. Sapat Lazar	W.W. 24	28-12-71
25. Miss Shirin Majai	W.W. 25	30-12-71
26. Shri M. R. Shah	W.W. 26	03-1-72
27. Shri J. Palkiwalla	W.W. 27	03-1-72
28. Shri M. H. Heciste	W.W. 28	03-1-72

## NIT-2 OF 1971

*Statements filed by Air India*

1. Air India's Preliminary Written Statement dated 5-7-1971
2. Air India's Reply to the ACEU's Written Statement of Claims, dated 2-9-1971.

## NIT-2 of 1971

*Statements filed by A.C.E.U.*

1. A.C.E.U.'s Statement of Claims of 5-7-1971.
2. A.C.E.U.'s Reply to the Preliminary Statement of claims filed by Air India, dated 20-7-1971.

[No. L. 11011/13/71/LR. III.]

New Delhi, the 10th March 1972

**S.O. 902.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Chandigarh, in the industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government on the 9th March, 1972.

BEFORE SHRI P. P. R. SAWHNY, B.A. (HONS.)  
CANTAB BAR-AT-LAW, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL, CENTRAL, CHANDIGARH

REFERENCE NO. 6/C OF 1971

Between the workmen and the management of the Central Bank of India, Ambala Cantt.

## APPEARANCES:

Shri M. L. Basur for the workmen.

Shri C. L. Chawla for the management.

## AWARD

The Central Government, being of the opinion that an industrial dispute existed between the workmen and the management of the Central Bank of India, Ambala Cantt Branch, qua the matter specified below, referred the same to me for adjudication—*vide* Ministry of Labour and Rehabilitation Department of Labour & Employment, New Delhi Notification No. L.12012/37/71/LR/III, dated August 12, 1971;

## SCHEDULE

Whether the action of the management of Central Bank of India in withdrawing the special

allowance admissible to Shri Sat Pal, a workman in their Ambala Cantonment Branch, by re-designation him as peon with effect from the 1st January, 1971 was justified? If not, to what relief is the said workman entitled?

2. In response to the notices that were issued to the parties the workmen submitted the statement of claim and the respondent Bank written statement. Thereafter the workmen filed replication.

3. In the statement of claim it has been *inter alia* stated that Shri Sat Pal, who was working as Hundi presenter with the respondent Bank at Yamunanagar branch of the bank got himself transferred to Ambala Cantt., branch of the bank which was in the same group and State, and since he had been transferred within the same group and State by being transferred to Ambala Cantt., he retained his seniority and by virtue of it he was allowed payment of special allowance of Rs. 8 per month, and the usual dearness allowance, and was designated as cyclostyle machine operator *cum*-peon, and that he continued to draw this allowance for about five months, when on 30th December, 1970 the respondent bank without giving any notice withdrew the special allowance and changed his designation from Cyclostyle machine operator to a peon which was unjustified, illegal and contrary to the service rules and was inoperative, inasmuch as it changed service conditions as envisaged by section 9(a), read with Schedule IV of the Industrial Disputes Act, 1947.

It has further been stated therein that after he had been re-designated as a peon and after the withdrawal of the special allowance the respondent bank had designated another peon as cyclostyle machine operator and allowed him special allowance who was junior to him, which was unjustified and that he was entitled to be re-designated as cyclostyle machine operator *cum* peon and given allowance of Rs. 8 per month for operating cyclostyle machine with retrospective effect.

4. In the written statement the respondent bank took a preliminary objection that the reference was bad in law as stoppage of special allowance was not a condition of service between the employee and the employer, and that the allowance was being paid to the concerned workman for doing additional job of cyclostyle machine operator.

On merits it has been stated that Shri Sat Pal had been transferred to Ambala Cantt. branch of the bank on his own request to suit his convenience, and that he had agreed to fore-go the special allowance of Rs. 8 P.M. paid to him at Yamunanagar, and he had undertaken not to claim special allowance at the place of his choice, i.e. Ambala Cantt. and that selection of subordinate staff for the aforesaid post, which attracted special allowance normally citywide seniority was the criterion for such appointments provided the requisite skill, knowledge and ability was there, and that for the purpose of entitlement to a higher post of seniority all the senior members of the subordinate staff at the station, including the existing special allowance holders had to be taken into consideration and a member refusing a post carrying a special allowance normally forfeited his claim to any special allowance in future, as per para 17 of promotion policy agreed to memorandum of agreement regarding promotion of clerical and subordinate staff and selection to posts carrying special allowance under the bipartite settlement between the respondent bank and the All India Central Bank Employees Federation.

It has further more been stated that Shri Sat Pal was paid cyclostyle machine operating allowance by mistake by the respondent bank and that as soon as this mistake was discovered, the payment of special allowance was stopped.

It has been denied that there was any change in the conditions of service of Shri Sat Pal, as defined in section 9(a) of that Shri Sat Pal was entitled to the special allowance as a customary benefit or that they



had allowed special allowance to another workman junior to him.

5. In the replication the workman has generally refuted the contentions of the respondent bank that find mention in the written statement and he has reiterated the pleas that he had taken in the statement of claim.

6. Since the parties did not claim any other issue, the term of reference was framed as the issue.

7. The respondent bank sought permission for being represented by a lawyer in these proceedings which was opposed by the workmen. Keeping in view provisions of section 36(2) of the Industrial Disputes Act, 1947, permission was not granted to the bank, and the parties were ordered to produce their evidence in respect of the issue on merits.

Subsequently the respondent bank put in an application on 22nd September, 1971 objecting to the Central Bank of India Employees Association representing Shri Sat Pal, the concerned workman in these proceedings, as according to them Shri Sat Pal had changed his loyalty on becoming a member of the Central Bank of India Employees Association, and the respondent bank also took objection to a legal practitioner, Shri M. L. Basur, appearing on behalf of the Central Bank of India Employees Association.

In the reply to this application it has been maintained by the workman that the dispute in question was raised by the Central Bank of India Employees Association on his behalf, and that Association was the only competent party to join the issue, and that he had never resigned from the membership of the Association, and this Association had not engaged services of any legal practitioner, but he was being represented by Shri M. L. Basur in his capacity as Organising Secretary of the said Association, and as an office bearer of that Association.

Since the respondent bank wished to lead evidence in order to show that Shri Sat Pal, concerned workman, was no longer a member of the Central Bank of India Employees Association, and that the said Association was not competent to represent him in these proceedings, they were allowed to lead evidence in this behalf.

8. It is common ground between the parties that Shri Sat Pal, concerned workman, was first posted at Yamunanagar branch of the respondent bank, and was being paid cyclostyle machine operating allowance of Rs. 8 per month, and on his request he had been transferred to the Ambala Cantt. branch of the respondent bank, and he continued to draw the said allowance from 21st August, 1970 to 30th December, 1970.

It is, however the case of the respondent bank that they had withdrawn payment of cyclostyle machine operating allowance of Shri Sat Pal concerned workman as he had been transferred on his own request to Ambala Cantt. and he had given an undertaking that he would not claim any allowance and that since Shri Sat Pal had been transferred on his own request as per Bipartite settlement, dated 19th October, 1966 and circulars issued by the Head Office, Ext. R/20; and Ext. R/19, relating to promotion policy of clerical and subordinate staff, Shri Sat Pal lost his seniority by three years, and that he had been given cyclostyle machine operating allowance in view of his seniority, and since he did not retain his seniority on his transfer to Ambala Cantt. branch of the respondent bank, the cyclostyle machine operating allowance had been withdrawn which was in accordance with policy laid down in para 17 of R/20.

The management also claimed that a separate seniority list of employees was being maintained at each station.

It is significant to mention that according to Shri M. R. Sharma, Agent, Central Bank of India Ltd.,

Jullundur, the work of Shri Sat Pal, concerned workman, was satisfactory throughout, and that Ambala Cantt. and Yamunanagar were in the same group and that Shri C. L. Monga, Agent Central Bank of India Ltd., Ambala Cantt, has stated that if a person were to be transferred from one station to another within the same group, he continued to retain his seniority in that group, but has added that since Shri Sat Pal has been transferred on his own request, the cyclostyle machine operating allowance had been given to the next senior person, who was a member of the rival union.

The most important document in this case is circular Ext. R/20 on which the respondent bank has placed reliance in order to show that they were justified in withdrawing cyclostyle machine operating allowance which Shri Sat Pal had been getting at Yamunanagar branch of the respondent bank and at Ambala Cantt. also.

It is noteworthy that para (3) of R/20 has a clear mention that: this agreement covers promotion of clerical staff to junior officer cadre only.

This conclusively proves that this circular is not applicable to the case of peons drawing cyclostyle machine operating allowance and such like subordinate staff but relates to promotion of clerical staff to junior officer cadre. Keeping in view the fact that the word "only" has been used while referring to cases covering promotion of clerical staff to junior officer cadre, the respondent bank can hardly derive any benefit from this circular.

The respondent bank also relied upon para 17 of the agreement, dated 18th February, 1970, Ext. R/20, which reads as under:—

"Normally Citywise Seniority will be the criterion for appointments to posts attracting special allowance in subordinate cadre, provided the requisite skill, knowledge, and ability are there."

This again is also not of any avail to the respondent bank inasmuch as all that has been laid therein is that normally citywise seniority will be the criterion for appointments to posts carrying special allowance in subordinate cadre, provided the requisite skill, knowledge and ability are there and this does not adversely effect the rights of the concerned workman, Shri Sat Pal, even though he had been transferred on his own request as the transfer was in the same group as has been admitted by Sarvshri M. R. Sharma and C. L. Monga and he could not have thus lost his seniority. This apart, it is not shown by the respondent bank that there was any other member of his category, who was senior to him at Ambala Cantt. and as such he could not have been deprived of his allowance. Since from the seniority list, Ext. A/1 the employee who was given this allowance had been considered senior to Shri Sat Pal after depriving him (Shri Sat Pal) of three years' service, the action of the bank is not justified Shri Sat Pal having retained his seniority he was clearly entitled to continue to get the cyclostyle machine operating allowance at the rate of Rs. 8 per month, specially so when his work was found to be satisfactory by Shri M. R. Sharma, Agent, Central Bank of India Ltd, Jullundur.

As has been stated earlier circular R/20 relates to promotion policy for clerical and subordinate staff, and it has nothing to do with loss or retention of seniority on transfer, and on that score also is not applicable to the present case.

Besides Shri Sat Pal continued to be paid allowance for nearly five months after which he had been transferred to Ambala Cantt. The respondent bank no doubt maintain that it was due to a mistake, but be that as it may, the fact remains that he continued to get this allowance, as he was taken to be the senior most amongst the workmen of his category at Ambala and the respondent bank also did not consider that his having given an undertaking that he would not claim special allowances, if transferred to Ambala Cantt. he

had lost his claim to that allowance. In any case if there was any such obligation or commitment on his part it had been waived by the respondent bank. In fact all that can be said about the undertaking given by Shri Sat Pal at the time of his transfer is that he gave out that he would not claim special allowance as a matter of right, but if he was eligible, obviously he was to continue to get it and did not intend to surrender his claim thereto.

The respondent bank has as stated above also relied upon bipartite settlement, dated 19th October, 1966 para 59, but this is hardly relevant and does not in any way further the cause of the management and deserves to be ignored.

Shri Sat Pal had been designated as Cyclostyle machine operator at Yamunanagar and when the cyclostyle machine operation allowance had been withdrawn, it clearly meant change in his designation which in turn meant marrying chances of his promotion and in that way it amounts to change in his service conditions. Withdrawal of the allowance under these circumstances could not be effected without giving to him a notice as required by section 9-A of the Industrial Disputes Act, 1947, as this case is covered by item 3 of Schedule IV. As such the respondent bank was not justified in withdrawing the special allowance without serving a notice on Shri Sat Pal and providing him with an opportunity to show cause.

In view of what has been stated above, it is held that the action of the respondent bank in withdrawing the special allowance, admissible to Shri Sat Pal, concerned workman by designating him as a peon from 1st January, 1971 was not justified and he is entitled to be designated as cyclostyle machine operator, and paid special allowance of Rs. 8 P.M. with effect it had been withdrawn i.e. from 1st January, 1971.

The respondent management have tried to show that the Central Bank of India Employees Association was not competent to represent the concerned workman in these proceedings inasmuch as at one stage, for a short period Shri Sat Pal had discontinued their membership, but they do not claim that this in any way invalidates the reference or effects the nature of the dispute it being not an industrial dispute.

In this behalf it may, however, be stated that there is no force in this contention of the respondent bank either, inasmuch as the demand notice was given by the Central Bank of India Employees Association, and it was at their instance, after holding of conciliation proceedings, that the reference has been made. Even if it be conceded that Shri Sat Pal did not remain a member of the Association for a short period (though denied by the workmen), it would not make the Central Bank of India Employees Association incompetent to represent the concerned workman in these proceedings.

It is hardly necessary to add that the dispute all the same remains an industrial dispute, and this Tribunal is competent to take cognizance of it, and since the Employees Association which had espoused the dispute and given the demand notice to the respondent bank, they cannot be debarred from representing the workman in these proceedings.

The parties are, however, left to bear their own costs.

(Sd.) P. P. R. SAWHNY,

Presiding Officer,  
Central Industrial Tribunal,  
Chandigarh.

[No. L-12012/37/71-LR.III.]

B. K. SAKSENA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 9th March 1972

**S.O. 903.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Badjna Colliery of Messrs. Oriental Coal Company Limited; Post Office Nirsachatti, District Dhanbad, and their workmen, which was received by the Central Government on the 7th March, 1972.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1, DHANBAD.**

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

**REFERENCE No. 36 of 1971**

**PARTIES:**

**Employers** in relation to the management of Badjna Colliery of Messrs. Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad

**AND**

**Their Workmen.**

**PRESENT:**

Shri A. C. Sen, Presiding Officer.

**APPEARANCES:**

*For the Employers.*—Shri S. S. Kapoor, Advocate.

*For the Workmen.*—Shri Jagir Singh, Advocate.

**STATE:** Bihar.

**INDUSTRY:** Coal.

Dhanbad, dated the 23rd February, 1972.

**AWARD**

The present reference arises out of order No. L/2012/99/71-LRII dated New Delhi, the 6th August, 1971 passed by the Central Government in respect of the industrial dispute between the parties mentioned above. The subject matter of the dispute is specified in the schedule and the said schedule runs as follows:

"(1) Whether the demand of the Indian National Mines Overman, Sardar and Shot-firers' Association that Shri Santosh Kumar Mukherjee, Mining-Sardar, Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad, should be placed in Category 'D' with two special increments is justified? If so, to what relief is the workman entitled and from what date?"

"(2) Whether the demand of the Indian National Mines Overman, Sardar, and Shot-firers' Association that Shri Ramnath Chandra, Mining Sardar, Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad should be placed in Category 'D' with effect from the 23rd January, 1969 is justified? If so, to what relief is the workman entitled?"

2. Written statement on behalf of the workmen were received in the office of the Tribunal on 22nd October 1971. The employers filed their written statement-cum-rejoinder on 1st February, 1972. Rejoinder on behalf of the workmen was filed on 7th February, 1972. The case for the Association is that the two underground Mining Sardars namely, Santosh Kumar Mukherjee and Ramnath Chandra are entitled to be placed in Category 'D' on the basis of bipartite agreements dated 7th February, 1970, 17th August, 1970 and 28th January, 1971. I shall presently show that the Association has

not been able to prove the aforesaid bipartite agreements referred to in paragraph 1 of their written statement.

3. It has been stated in paragraph 3 of the Association's written statement that Shri Ramnath Chandra is in service in this concern as mining sirdar since 23rd January, 1969 and that Sri Santosh Kumar Mukherjee is also working as mining Sardar for a pretty long time since 31st August, 1968. It has been further stated that Sri Santosh Kumar Mukherjee was paid his wages in the beginning on a weekly basis.

4. In paragraph 6 of the Association's written statement it has been stated that there was discussion with the Agent of the management on the question of categorisation of the two concerned workmen. The Association's case is that the discussion with regard to Sri Santosh Kumar Mukherjee took place on 6th April, 1970 and that the discussion with regard to Sri Ramnath Chandra took place on 17th August, 1970. It has further been stated that the above discussions were held in addition to the agreements arrived at by way of mutual negotiations.

5. The grievance of the Association is that inspite of such negotiations resulting in agreements the management did not care to follow their agreements and thus violated the code of discipline and indulged in unfair labour practice. The Association has asserted in paragraph 8 of their written statement that as per agreement with the Association dated 6th April, 1971, Sri Mukherjee was first of all placed in category 'D' with one special increment from 1st April, 1970 but that from July, 1970 that agreement has been violated by the management by reverting Sri Mukherjee to category 'E'.

6. In paragraph 9 of the Association's written statement it has been stated that Shri Ramnath Chandra working as a Mining Sirdar since 23rd January, 1969 has not yet been placed in category 'D' inspite of the fact that there was an agreement with this Association dated 17th August, 1970 at the Agent's office at Barakar to the effect that Shri Ramnath Chandra would be placed in category 'D'.

7. The Association has stated in paragraph 10 of the written statement that the concerned workmen are entitled to two increments with effect from 1st April, 1970 as per agreement with the Association dated 4th January, 1969 to the effect that all the mining staff including the two concerned workmen were entitled to have one special increment with effect from 1st January, 1969.

8. In paragraph 11 of the written statement it has been stated that as Shri Mukherjee has been working since 31st January, 1968 he is entitled to one special increment and two yearly increments in category 'D'.

9. As to Sri Ramnath Chandra, it has been stated in the said paragraph that as he has been working from 23rd January, 1969 he is entitled to have one special increment and one yearly increment with effect from 23rd January, 1969 in grade 'D'.

10. In paragraph 2 of the written statement filed by the management it has been pointed out that from the terms of reference it is clear that though the demand for placement in mining sirdar's category 'D' relates to both the workmen, the question of two special increments relates only to Shri Santosh Kumar Mukherjee. The following facts have been stated in paragraph 3 of the management's written statement with regard to Sri Santosh Kumar Mukherjee. He commenced working at Badjna Colliery as shot-firer in category 'E' from 31st January, 1968 on Rs. 180 basic in the scale of Rs. 180-5-210-7-273 but was paid on weekly basis. He was a temporary workman while working on weekly basis. At his request conveyed through his application dated 4th January, 1970. The

management appointed him afresh as mining sirdar-cum-shotfirer in grade 'E' (Basic 180-5-210-7-273) on probation for six months by their provisional appointment letter dated 27th January, 1970. He accepted the terms and conditions contained in the said letter and he has not yet been confirmed in his service. He was appointed from 27th January, 1970 on the basis of the aforesaid appointment letter and he was given one increment on 27th January, 1970 as and when it fell due.

11. The management has denied the right of Sri Santosh Kumar Mukherjee to be placed in category 'D' for the following reason: "In this colliery there are about 33 permanent mining sirdars, out of which about 29 belong to category 'D' and the rest to category 'E'. The workman concerned is junior even among category 'E'. His demand for placement in category 'D' if conceded, would create discontentment among others. Further, already in this colliery, the mining sirdars in category 'D' are on the lop side and the management again for administrative reason is unable to increase the number any further".

12. The management has also stated in clause (A) of sub-paragraph (vi) of paragraph 3 that the demand for two special increments has no rational basis and that the workman concerned cannot be singled out for granting these two special increments as that would create unrest among the others.

13. The following facts have been stated in sub-paragraph (B) of paragraph 3 of the management's written statement regarding Sri Ramnath Chandra. He was appointed as underground munshi on 27th August, 1968 by appointment letter dated 28th August, 1968 on a monthly salary of Rs. 180 basic in the grade of Rs. 180-6-230-7-265. Sometime later he passed the mining sirdars examination and with a view to give him facility to work as mining sirdar, he was occasionally asked to work as mining sirdar. His designation was changed from underground munshi to that of Mining Sirdar-cum-shotfirer with effect from 1st July, 1970 by office order dated 31st July/1st August, 1970. By this office order, he was placed in the scale of Rs. 180-5-210-7-273 and in the start given Rs. 5 as increment, raising his salary to Rs. 185 basic.

14. The management has stated in clause (iv) of sub-paragraph (B) of paragraph 3 that it is not possible nor is there any justification to promote the workman concerned namely Sri Ramnath Chandra to category 'D' as he too is junior in category 'E' Mining Sirdar.

15. In paragraph 4 of the rejoinder submitted by the Association it has been stated that as per recommendations of the Wage Board for the coal mining industry all the Mining Sirdars of Badjna Colliery are entitled to grade 'D' and seven except the concerned workmen Sri Santosh Kumar Mukherjee and Sri Ramnath Chandra all the other Mining Sirdars have been awarded grade 'D' by the management. The Association has also pointed out that the following mining sirdars, namely S/Shri Sudhir Mondal, Sudhir Rewani, S. M. Chatterjee, N. C. Nath, S. C. Nandi, Gopal Banerjee, Jagopal Tewari, Nagai Jaswara though junior to the concerned workmen have been awarded grade 'D' and that Sri Santosh Kumar Mukherjee and Sri Ramnath Chandra have been deprived of the benefit of genuine and lawful increments.

16. In paragraph 5 of the rejoinder the Association has stated that Sri Ramnath Chandra was promoted as mining sirdar-cum-shotfirer on 23rd January, 1969 (vide their letter dated 23rd January, 1969) and that since that day he is entitled to the salary of grade 'D' in the scale of Rs. 205-7-245-10-337 as per recommendations of the Wage Board for the Coal Mining Industry.

17. It has been stated in paragraph 8 of the rejoinder of the Association that Shri Santosh Kumar Mukherjee was given regular appointment with effect from 31st

January, 1968 and not from 27 January, 1970 as falsely alleged by management in para 3 (c) of their written statement.

18. Let me at first consider whether the Association has been able to establish the alleged bipartite agreements referred to para 1 of their written statement, namely, agreements dated 7th February, 1970, 17th August, 1970 and 28th January, 1971. No document with regard to the agreement dated 7th February, 1970 has been filed. Witness No. 3 for the workmen, namely, Rajender Singh who is the branch Vice-President of the Association has not said anything as to the alleged agreement dated 7th February, 1970. The other witnesses on behalf of the workmen have also not said anything about the agreement dated 7th Feb. 1970. Therefore it may be taken that no such agreement was arrived at between the Association and the management on 7th Feb. 1970. Let me turn to the agreement dated 17th August 1970, as referred to in paragraph 1 of Association's written statement. No document has been filed by the workmen in support of the alleged agreement dated 17th August 1970. The witnesses examined on behalf of the workmen also have not said anything about any agreement dated 17th August 1970, therefore, it may be taken that no agreement was arrived at between the management and the Association in 17th August, 1970.

19. Let me now turn to the alleged agreement dated 28th January, 1971 as stated in paragraph 1 of the Association's written statement. The Association has filed one document which is marked as Ext. W. 3 to prove the alleged agreement Ext. W. 3 dated 28th January, 1971. The heading of Ext. W. 3 is: "A meeting of the members INMOSSA held today i.e. 28th January, 1971 in the office of the Manager". The subject matter of discussion at that meeting was the demand letter No. Bdj/INMOSSA/39/70 dated 30th December, 1970. Demands nos. 4 and 5 relate respectively to Shri Ramnath Chandra and Santosh Kumar Mukherjee. Demand No. 4 reads as follows: "Regarding wages of Grade 'D' to Shri Ramnath Chandra Mining Sirdar whose designation has already been changed as mining sirdar from 1st July, 1970, the management explained that his case is already under consideration". From this it cannot be inferred that any agreement was arrived at between the management and the Association for placing Ramnath Chandra in grade 'D'. Demand No. 5 reads as follows: "The representatives demanded for original appointment letter with proper Grade in respect of Shri Santosh Kumar Mukherjee mining Sirdar which has not been issued from Head Office. The management explained that Shri Mukherjee had not deposited the original of his First Aid Certificate that is why he has not been issued his original appointment letter from the Head Office. Now the same certificate has been deposited to the Head Office for necessary action". From this also it cannot be inferred that any agreement was arrived at between the management and the Association for placing S. K. Mukherjee in grade 'D'. It may therefore be safely concluded that none of the agreement referred to paragraph 1 of the written statement have been proved.

20. As noted above it has been stated in paragraph 6 of the Association's written statement that discussion between the management and the Association took place on 6th April, 1970 with regard to the issue of categorisation of S. K. Mukherjee and that similar discussion took place on 17th August 1970 over the issue of categorisation of Shri Ramnath Chandra. No record of the alleged discussion that took place on 17th August, 1970 has been filed in this case. In paragraph 1 of the written statement it has been stated that an agreement was arrived at on 17th August 1970 but I have already indicated that no such agreement has been established by cogent evidence.

21. Let me now consider the evidence in relation to the alleged discussion that took place on 6th April, 1970 with regard to Shri S. K. Mukherjee.

22. The document marked 'X' for identification has been filed by the Association in order to show what actually took place at the discussion on 6th April, 1970. This document appears to be a copy because it does not bear the original signatures of the representatives of the Association and those of the management. It is for this reason that it has not been marked as an exhibit. The subject matter of the discussion at this meeting appears to be the demand made by the Association by their letter dated 7th February, 1970. Demands No. 3 and 4 relate respectively to Shri S. K. Mukherjee and Ramnath Chandra. Demand No. 3 reads as follows: "Shri S. K. Mukherjee, a weekly paid mining sirdar will be enrolled as monthly paid staff from 1st April, 1970 in the Grade of 'D' if he is qualified for the post". This cannot be taken as a solemn undertaking given by the management to place Shri S. K. Mukherjee in grade 'D'. Demand No. 4 reads as follows: "Shri Ramnath Chandra a qualified mining sirdar should be designated as mining sirdar-cum-shotfirer with proper grade, as his designation is 'U. G. Munshi'. The management explained that he should apply for the post and then his case will be considered." From this also it cannot be inferred that the management agree to place Shri Ramnath Chandra in grade 'D'.

23. There was a great deal of controversy at the hearing as to the authenticity of this document marked 'X' for identification.

24. Witness no. 3 for the workmen in his deposition has made specific reference to this conference of 6th April, 1970 between the management and the Association. According to him the Association raised the question of S. K. Mukherjee and Ramnath Chandra and so far as S. K. Mukherjee is concerned it was settled that he would be given grade 'D' with effect from 1st January, 1970 and that so far as Ramnath Chandra is concerned it was decided that he would also be given grade 'D' but no date was fixed as to when the grade would be effected. I have already noted the two demands in the documents marked 'X' for identification in relation to this two concerned workmen. These two demands as noted in the said document do not support what has been stated by W.W. 3 in his examination-in-chief.

25. W.W. 3 further says that the Agent and the Manager were present on behalf of the management and Shri M. M. Roy, Rajender Singh, Jagdish Misra, Pyara Singh represented INMOSSA and that the terms of settlement typed at Badjina colliery were signed by the Manager and the representative of the union. He has further stated that the signed copy containing the terms of agreement was sent to the Agent's office at Barakar but that it was not received back by the Association. He has admitted that he has produced only the copy. As to how he obtained the copy he has stated as follows: "The extra copy typed along with the original and we got this duplicate from the typist". This document cannot be a duplicate of the original; had it been a duplicate the following endorsements, namely, (1) Sd/- Rajender Singh, (2) Sd/- Jagdish Misra, (3) Sd/- Pyara Singh, (4) Sd/- Madan Mohan Roy under the heading signature of the representative of the INMOSSA and the endorsements (1) Sd/ A. B. Sah, (2) Sd/- V. K. Arora under the heading signature of the representative of the management could not have been there. These endorsements could have been there if a fresh copy of the original document bearing the signatures of the parties were made. W.W. 3 was cross-examined at great length in relation to this document marked 'X' for identification. In his cross-examination he has stated that the words "Sd/ A. B. Sah" and "Sd/ V. K. Arora" were typed originally. It is difficult to understand how the typist could type those words without knowing who on behalf of the management were going to sign the document. He has however, admitted in his cross-examination that neither the union representatives nor the management's

representatives signed the same. According to him, some notes were taken but he cannot say whether the notes taken tally with the copy. He thereafter stated that this document was typed and was signed by the union but Mr. V. K. Arora did not sign the copy in his presence. He is also not in a position to say whether this paper was at all signed by any one on behalf of the management. In this state of evidence with regard to the document marked 'X' for identification, no importance can be attached to this document.

26. From what has been stated above it may safely be concluded that there are no materials on record to support the statement made by the Association in paragraph 8 of the written statement that Shri S. K. Mukherjee was first of all placed in grade 'D' with one special increment from 1st April 1970 as per agreement dated 6th April, 1970.

27. It has been contended in paragraph 4 of the rejoinder submitted by the Association that as per recommendations of the Wage Board for the Coal Mining Industry all the mining sirdars of Badjna Colliery are entitled to grade 'D'. I may at once say that there is no warrant for this contention when tested in the light of the recommendations made by the Wage Board for the Coal Mining Industry. The Wage Board has compressed the mining sirdars into two classes, namely, Mining Sirdar Class I and Class II. Mining Sirdars Class I have been given grade 'D' in the scale of Rs. 205—7—247—10—337 and Mining Sirdars Class II have been given grade 'E' in the scale of Rs. 180—5—210—7—273. The Wage Board itself has provided for two classes of mining sirdars; therefore it cannot be said that all the Mining Sirdars of Badjna Colliery or of any other colliery are to be placed in grade 'D'.

28. Shri Jagir Singh, Advocate appearing on behalf of the workmen has contended that since the workmen concerned possess the necessary qualifications for working as Mining Sirdars in a gassy mine they ought to be placed in grade 'D'. It may be pointed out that Mining Sirdars of Class II also possess the necessary qualifications of a Mining Sirdars, eligible for work in a gassy mine. All Mining Sirdars Class II therefore cannot as a matter of right demand promotion to grade 'D'. Moreover, the case as made out in the written statement, is entirely different. According to the written statement these two concerned workmen are entitled to be placed in grade 'D' by reasons of various agreements arrived at between the Association and the management; but I have already pointed out that these agreements have not been proved.

29. Let me now consider the case of these two workmen individually. It is the common case that Sri S. K. Mukherjee was paid his wages in the beginning on weekly basis. He made an application on 5th January, 1970 requesting the management to pay his wages on a monthly basis. That letter (Ext. M 3) runs as follows: "Dear Sir, with due respect I beg to inform you that I am working under your kind control as Mining Sirdar cum-shot-firer last six months but I am getting my wages is (sic) weekly roll. Please enroll my name in the monthly paysheet forthwith which I shall remain grateful." The following reply was given to this letter on 27th January, 1970: "With reference to your application dated 5th January, 1970 for the post of Mining Sirdar and subsequent interview with the undersigned you are hereby appointed as Mining Sirdar-cum-Shot-firer for our Badjna Colliery....."

Please note that you will get a starting salary of Rs. 180 per month and you will be placed in the grade 'E' of Mining Sirdar (180—5—210—7—273), besides this you will get V.D.A. & U.G. Allowance as are allowable to other Mining Sirdars of the colliery.

Please note that you will be on probation for six months, during which period the management shall be at liberty to terminate your services any time without any notice. You will be guided by the Service Rules

of M/s. Karamchand Thapar & Bros. Pvt. Ltd. Secretaries and Treasurers.

Please note that this is a provisional letter of appointment and the Formal appointment letter giving all other terms will be issued from our Head Office after your joining the duties.

Please confirm acceptance of the above terms and conditions and get the enclosed copy of the letter signed and returned to this office". A copy of this letter appears to have been sent to the Manager, Badjna Colliery for information and with the following advice: "to put the applicant on job after collecting the Mining Sirdarship Certificate, Valid Gas Testing Certificate, First Aid Certificate & Age Proof certificate, P. F. Reference, No. Relationship Certificate and all other informations which will be necessary for getting his formal appointment letter issued from Head Office, in favour of the applicant. The member may be put on monthly roll with effect from 1st January 1970." There is also a note to the Manager that the member (Shri S. K. Mukherjee) may be put on monthly roll with effect from 1st January, 1970. This reply has been marked as Ext. W. 7. Ext. W. 7 is the reply to the letter of the workman concerned written on 5th January, 1970 (Ext. M. 3) which has been described as application for the post of Mining Sirdar; but Ext. M. 3 cannot be treated as an application for the post of Mining Sirdar. In Ext. M 3 Shri S. K. Mukherjee merely requested the management for placing him on the monthly roll. Ext. W.7 also bears the signature of Shri S. K. Mukherjee the concerned workman.

30. Shri S. K. Mukherjee as W.W. 1 has stated that the aforesaid letter Ext. W. 7 was received by him in protest and under coercion and that he was told by the management that in case he did not accept the letter the management would do away with his services. He has further stated that at his instance the Association approached the management regarding his case and that the management assured that there would be no break in his service, and that he would be awarded his lawful wages i.e. grade 'D'. He has further stated that the Association approached the management two or three times and that the management fixed him in grade 'D' in April, 1970.

31. In his cross-examination at first he stated that on receipt of Ext. W. 7 he did not make any protest to the management with regard to the terms and conditions contained in the letter. Thereafter he corrected himself and stated that he protested verbally. He further admitted that there was no office order stating that he was placed in grade 'D'; then he volunteered to say that the paysheets would show that he was paid his wages of grade 'D' for three months.

32. It has been stated in the written statement filed by the management that some how by mistake Shri S. K. Mukherjee was paid higher salary for the months of April, May and June, 1970 and that when the mistake was detected it was stopped. No document has been filed by the management to show that Shri Mukherjee was paid the salary of grade 'D' for three months namely April, May and June, 1970 through mistake nor has any witness examined by the management to prove that Shri S. K. Mukherjee was paid the wages of grade 'D' for the said three months through mistake. It is difficult to believe that such a mistake could continue for three months without break. Such payment rather raises a presumption that he was promoted to grade 'D' and that subsequently he was reverted. No evidence having been adduced on behalf of the management to rebut this presumption, it must be held that he was promoted to grade 'D' with effect from 1st April, 1970. I, therefore hold that he is entitled to be placed in grade 'D' with effect from 1st April, 1970.

33. He has also claimed two special increments. There are no materials on record from which it can be

said that he is entitled to two special increments. Therefore, in my opinion, he is entitled to be placed in grade 'D' but not with two special increments as claimed by him.

34. Let me now turn to other workman concerned namely Ram Nath Chandra. He was appointed as Underground Munshi on 27th August, 1968 on a monthly salary of Rs. 180 basic in the scale of Rs. 180—6—230—7—265. The workmen rely on Ext. W4 for the purpose of showing that he was appointed as Mining Sirdar-cum-Shotfirer on 23rd January, 1969.

35. Ext. W4 appears to have been issued to Ram Nath Chandra under clause 36 of the Coal Mines Regulations 1957. The explanation offered by the management is that such authorisation was given to him for the sake of enabling him to acquire experience as Mining Sirdar after his passing the Mining Sirdarship examination. The management has filed the formal office order appointing Shri Ram Nath Chandra as Mining Sirdar-cum-Shotfirer (Ext. M2). That office order is dated 31st July/1st August, 1970. That order runs as follows: "With effect from 1st July, 1970 Shri Ram Nath Chandra, Underground Munshi in our Badjna Colliery, stands designated as Mining Sirdar-cum-Shotfirer".

With effect from the above date i.e. 1st July, 1970 an increment of Rs. 5 (Rupees five only) is hereby sanctioned in favour of Shri Ram Nath Chandra, thereby raising his total salary to Rs. 185 (Rupees one hundred and eightyfive only, per month and to fix him in the revised grade of Rs. 180—5—210—7—273 from the said date".

36. In my opinion Ext. M2 is more reliable than Ext. W4 for the purpose of showing from what date Ram Nath Chandra was given the designation of Mining Sirdar-cum-Shotfirer. Moreover, Shri Ram Nath Chandra as W.W.2 has admitted that he did not raise any protest in writing demanding explanation why he had been described as Mining Sirdar with effect from 1st July, 1970 and not from 23rd January, 1969. However it is not material for the purpose of this case to decide on what date he was appointed Mining Sirdar-cum-Shotfirer. The question for consideration is whether he is entitled to be placed in category 'D'. The claim of the Association is based on several agreements mentioned in the written statement. I have already indicated that these agreements have not been proved by the Association.

37. It has been contended on behalf of the Association that persons junior to Shri Ram Nath Chandra were given grade 'D' while he was kept in grade 'E'. It may be pointed out that no such case has been made out in the written statement. Therefore, I am not prepared to give any relief to Shri Ram Nath Chandra on the ground of supersession. Moreover, the oral evidence on the question of supersession seems to be very shaky. In my opinion no case has been made out, so far as Ram Nath Chandra is concerned, for placing him in grade 'D'. The question of giving him special increment does not arise because that is not within the scope of reference so far as he is concerned.

38. My award therefore is as follows:

Shri S. K. Mukherjee is entitled to be placed in grade 'D' with effect from 1st April 1970 with right to recover differences in wages. So far Ram Nath Chandra is concerned the demand of the Association that he should be placed in category 'D' with effect from 23rd Jan. 1969 is wholly unjustified. He is not therefore entitled to any relief whatsoever. Let a copy of this award be forwarded to the Central Government as required under section 15 of the Industrial Disputes Act, 1947.

(Sd.) A. C. SEN,  
Presiding Officer.  
[No. L/2012/99/71-LR.II.]

**S.O. 904.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal (No. 1), Dhanbad, in the industrial dispute between the employers in relation to the management of Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad, and their workmen, which was received by the Central Government on the 7th March, 1972.

#### AWARD

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NO. 1, DHANBAD.

In the matter of a reference under section 10(i) (d) of the Industrial Disputes Act, 1947.

REFERENCE No. 41 OF 1971

#### PARTIES:

Employers in relation to the Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District, Dhanbad.

AND

Their workmen.

#### PRESENT:

Shri A. C. Sen—Presiding Officer.

#### APPEARANCES:

For the Employers:—Shri S. S. Kapur, Advocate.

For the Workmen:—Shri Jagir Singh, Advocate.

STATE: Bihar.

INDUSTRY: Coal.

Dhanbad, dated the 24th February, 1972

#### AWARD

The present reference arises out of order No. L/2012/128/71-LR.II, dated New Delhi, the 19th August, 1971 passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the said order and the said schedule runs as follows:

"Whether the action of the management of Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad, in stopping from work and refusing employment to Shri Jaidev Gorain, Line Mazdoor and Shri Sudhir Gorain, General Mazdoor, with effect from the 3rd April, 1971, and 27th March, 1971, respectively is justified? If not, to what relief are these workmen entitled?"

2. Written statement on behalf of the workmen was received in the office of the Tribunal on 16th September, 1971 and the written statement on behalf of the employers was filed on 17th January, 1972. Rejoinder on behalf of the workmen was received in the office of the Tribunal on 1st February, 1972. The case was heard on the following dates: 3rd February, 1972, 19th February, 1972 and 21st February, 1972.

3. It has been stated in paragraph 2 of the written statement filed on behalf of the workmen that the concerned workman Sri Jaidev Gorain was appointed at Badjna Colliery as Line Mazdoor in the month of December, 1968 and that he worked in the said capacity with effect from December, 1968 to March, 1969, in No. 8 Incline of Badjna Colliery. The complaint of the workmen as set out in paragraph 26 of the written statement is that the management of Badjna Colliery stopped the concerned workman Sri Jaidev Gorain from work and refused employment to him with effect from 3rd April, 1971 without specifying any reason in writing for the same to him and without any fault of the said concerned workman. It has further been stated in the said paragraph that the



concerned workman presented himself for his duties regularly with effect from 3rd April, 1971 but that the management of Badjna Colliery neither allowed him to resume his duties nor specified any reason in writing for the same.

4. It appears from paragraph 5 of the written statement that the concerned workman namely Jaidev Gorain made a written representation to the Manager on 17th April, 1971 protesting against his illegal stoppage of work and refusal of employment to him by the management and requested it to allow him to resume his duties with the continuity of service and with full back wages.

5. It is not disputed that the management of Badjna Colliery by its letter dated 21st April, 1971 addressed to the concerned workman Shri Jaidev Gorain expressed its unwillingness to provide him work on the plea that he was a badli worker.

6. It has been stated in paragraph 7 of the written statement that the concerned workman Shri Jaidev Gorain enrolled himself as a member of Mine Karamchari Sangh and that on 3rd May 1971 the General Secretary, Mine Karamchari Sangh vide his letter dated 3rd May, 1971 addressed to the Assistant Labour Commissioner (C), Dhanbad raised a dispute over the illegal lock out of the concerned workman with effect from 27th March, 1971.

7. As regards the other workman, namely, Sudhir Gorain, the following facts have been stated in paragraphs 10 to 13 of the written statement:

"10. That the concerned workman Sri Sudhir Gorain was appointed at Badjna Colliery as a General Mazdoor in the month of April, 1968. He worked in the said capacity with effect from April, 1968 to June, 1969 in No. 8 Incline with effect from June, 1969 to 26th March, 1971 in No. 10 Incline of Badjna Colliery."

11. That the management of Badjna Colliery stopped the concerned workman Sri Sudhir Gorain from work and refused employment to him with effect from 26th March, 1971 without specifying any reason in writing for the same to him and without any fault of the said concerned workman. The concerned workman presented himself for his duties regularly with effect from 27th March, 1971 but the management of Badjna Colliery neither allowed him to resume his duties nor specified any reason in writing for the same.

12. The concerned workman vide his written representation dated 17th April, 1971 addressed to the Manager, Badjna Colliery protested against his illegal stoppage of work and refusal of employment to him by the management of Badjna Colliery and requested it to allow him to resume his duties with continuity of his service and with full back wages.

13. That the management of Badjna Colliery vide its letter No. B.J.L-219/71, dated 21st April, 1971 addressed to the concerned workman Sri Sudhir Gorain expressed its unwillingness to provide him work on his representation on the false plea that he was a badli worker".

8. It has been stated in paragraph 14 of the written statement that on 17th April, 1971 the concerned workman Sri Sudhir Gorain enrolled himself as a member of Mine Karamchari Sangh and on 3rd May, 1971, the General Secretary, Mine Karamchari Sangh by his letter dated 3rd May, 1971 addressed to the Assistant Labour Commissioner (C), Dhanbad raised an industrial dispute over the illegal lock out of the concerned workman Sri Sudhir Gorain with effect from 31st March, 1971.

9. In paragraphs 4 and 5 of the written statement submitted by the management a preliminary objection has been raised challenging the validity of the reference. The nature of objection will appear from what has been stated in those two paragraphs. The said paragraphs runs as follows:

"(4) That so far as the management is aware no such Union by the name of "Khan Karamchari Sangh" is operating in this colliery nor so far as the management is aware does it have any membership among the employees of this colliery.

(5) That the taking up of the cause of the two workmen concerned by a Union which has no existence, as stated above, in this colliery, the dispute is, therefore, essentially an individual dispute and this being the position the reference is incompetent and invalid."

10. It has been stated in paragraph 3 of the employers' written statement that in Badjna Colliery only one union namely Colliery Mazdoor Sangh affiliated to I.N.T.U.C. is operating and that this union commands the membership of almost all workmen—employees of this colliery and being the only most representative union it is a recognised union.

11. The case for the management as made out in paragraph 6 of the written statement is as follows: The workman concerned Shri Jaidev Gorain and Sudhir Gorain have been working in the Badjna Colliery as badlies. In this colliery a badli workers' list was first prepared in February, 1970 and then a revised one made in August, 1970 in consultation with the union "Colliery Mazdoor Sangh". The name of both the workmen concerned are in badli workers lists and whenever they were so appointed they were issued badli appointed letters. 10 badli appointment letters were issued to Jaidev Gorain from 14th April, 1970 to 2nd April, 1971 and the last one dated 17th March, 1971 was issued for a period from 17th March, 1971 to 2nd April, 1971. 8 Badli appointment letters were issued to Sudhir Gorain during the period from 3rd June, 1970 to 9th March, 1971. He was however allowed to work upto 26th March, 1971. The last appointment letter issued to him was dated 25th February, 1971. A badli worker does not have any lien on a permanent post. On the expiry of the period of their appointment as badlies, his employment stands automatically terminated as per terms of employment.

12. In Clause (c), of paragraph 9, it has been stated that Shri Jaidev Gorain was first appointed as badli as a mazdoor in December, 1968 and that he was employed from time to time as badli till 2nd April, 1971. In Clause (d) of paragraph 9 it has been stated that Jaidev Gorain was a badli worker and that he was appointed as such from 17th March, 1971 to 2nd April, 1971 as per badli appointment letter dated 17th March, 1971 issued to him. In Clause (i) of the said paragraph it has been stated that Sudhir Gorain was first appointed as badli in April, 1968 and that he was employed as badli from time to time till 26th March, 1971.

13. It has been stated in clause (j) of paragraph 9 that Sri Sudhir Gorain was last appointed from 24th February, 1971 to 9th March, 1971 but was allowed to work upto 26th March, 1971 and on expiry of the said period his employment stood automatically terminated. In clause (i) of the said paragraph the existence or the operation of the Mine Karamchari Sangh in the Badjna Colliery has been denied by the management.

14. Let me first of all decide whether the two concerned workmen, Jaidev Gorain and Sudhir Gorain, served the colliery as badli workers. Some lists of badli workers working in different pits and inclines of Badjna Colliery have been filed by the management and they have been marked Exts. M. 6 and M. 7 on admission. The names of the two concerned workmen.



namely, Jaidev Gorain and Sudhir Gorain, are included in the lists of February, 1970 and in the list for August, 1970. Witness No. 1 for the management has stated in the examination-in-chief that in February, 1970 a list of badli workers was prepared in consultation with the union known as Colliery Mazdoor Sangh. He has further stated that the list for February, 1970 bears the signature of Sri Dharamdeo Singh, Vice-President of Colliery Mazdoor Sangh, Badjna Colliery Branch. He has further stated that another list of badli workers was prepared in August, 1970 and that on both the pages his signature and the signature of Welfare Officer, Manager and Dharamdeo Singh, Vice-President of Colliery Mazdoor Sangh are there.

15. Witness No. 1 for the management has also proved various badli appointment letters issued to Shri Jaidev Gorain and Sudhir Gordain. The various badli appointment letters issued to Sudhir Gorain have been marked Ext. M10 series. As many as 7 (seven) badli letters have been proved in respect of Sudhir Gordain and they have been marked as exhibits M. 10 to M. 10 (7). He has identified the thumb impression of Sudhir Gorain in all these appointment letters.

16. He has also proved the various badli appointment letters issued to Jaidev Gorain and they have been marked as Ext. M11 to M11(9). Some of the badli appointment letters have been signed by Jaidev Gorain and on other he has put his thumb impression. Jaidev has himself admitted in his examination-in-chief that he is acquainted with Hindi, English and Bengali. The validity of these badli letters have not been challenged in cross-examination is that the badli letters were accepted by he concerned workmen by coercion. This suggestion however was strongly denied by witness no. 1 for the management. He has further stated as follows in his cross-examination: "The workmen concerned used to work on the preceding days of the day on which both the letters of appointments were issued. The men have been even issued these badli letters on the day preceding to which they worked on the preceding night". Sri Jagir Singh, learned Advocate appearing on behalf of the workmen contends that the above quoted statement of the witness clearly shows the period mentioned in any badli letter of appointment did not disclose the real state of affairs. He argues that the concerned workman were in service even during the days not mentioned in any of the badli letters of appointment. In other words, he wants to say that the badli letters were issued only for the purpose of showing that the concerned workmen were appointed intermittently from time to time though in fact they were in continuous service and were permanent workmen in the colliery. In my opinion no such inference can be drawn from the statement of witness No. 1 quoted above. The witness merely wanted to say that the badli letters might have been issued to the concerned workmen retrospectively after they had actually worked for few days.

17. The employers have filed two other documents and they are marked as Exts. M8 and M9 on admission. Ext. M8 has been prepared from the badli appointment letters issued to Jaidev Gorain Ext. M8 mentions the names of the persons in place of whom Sri Jaidev Gorain worked from 15th April, 1971 to 17th March, 1971. Ext. M9 has been prepared from the badli appointment letters issued to Sri Sudhir Gorain. Ext. M9 also mentions the names of the persons in place of whom he worked from 3rd June, 1970 to 25th February, 1971. It may be mentioned that in each one of the badli letters issued to the concerned workman has been mentioned the names of the permanent workers in place of whom the concerned workman were appointed.

18. These badli letters were prepared in consultation with the recognised union, namely Colliery Mazdoor Sangh. I am not prepared to accept the suggestion that Colliery Mazdoor Sangh was in collusion with

the management. It is in evidence that Sudhir Gorain enrolled himself as a member of Mine Karamchari Sangh on 17th April, 1971. According to him that he was stopped from work with effect from 27th March, 1971. Therefore it seems that he became a member of the Mine Karamchari Sangh after he had been stopped from working. It is also in evidence that before he enrolled himself as a member of the Mine Karamchari Sangh he was throughout a member of the Colliery Mazdoor Sangh. He has also admitted in his cross-examination that the Colliery Mazdoor Sangh has raised an industrial dispute before the Assistant Labour Commissioner (C), Dhanbad. He has further stated that this very dispute in relation to his stoppage of work with effect from 27th March, 1971 was placed before the Assistant Labour Commissioner (C), Dhanbad by the Colliery Mazdoor Sangh. He has further admitted that he became member of the Mine Karamchari Sangh after the raising of the dispute by the Colliery Mazdoor Sangh before the Assistant Labour Commissioner (C), Dhanbad. It is therefore clear that when the badli letters were prepared in 1970 Sudhir Gorain was a member of the Colliery Mazdoor Sangh. It is difficult to believe that the Colliery Mazdoor Sangh approved the badli list containing his name unless he was in fact a badli worker. There is nothing on record to show when the Mine Karamchari Sangh was registered as a trade union. Sudhir Gorain has admitted that this Mine Karamchari Sangh has got no office in the Badjna Colliery. He has further stated that there are 1500 to 1600 workmen in Badjna Colliery out of which about 300 to 400 workers are members of the Mine Karamchari Sangh. He, however, is not in a position to say who are these 300 to 400 workmen members of the Mine Karamchari Sangh. He also does not know if there is any Secretary of Mine Karamchari Sangh in the Badjna Colliery.

19. Jaidev Gorain has also admitted that there was only one union namely Colliery Mazdoor Sangh operating in Badjna Colliery before they joined the Mine Karamchari Sangh. He has also admitted that he was a member of the Colliery Mazdoor Sangh prior to his becoming a member of Mine Karamchari Sangh. He has admitted that the letter of protest dated 17th April, 1971 written by him protesting against his stoppage of work was written after he had enrolled himself as a member of the Mine Karamchari Sangh. He has also admitted that the Mine Karamchari Sangh has no office at Badjna Colliery. He also does not know if there is any Secretary of the Mine Karamchari Sangh in Badjna Colliery. He too enrolled himself as a member of the Mine Karamchari Sangh on 17th April, 1971. According to him about 300 to 400 persons were enrolled as members of Mine Karamchari Sangh, before he enrolled himself as a member. He has also admitted that he was a member of the Colliery Mazdoor Sangh prior to his becoming a member of the Mine Karamchari Sangh. If it is borne in mind that he became a member of the Mine Karamchari Sangh on 17th April, 1971, and that he was a member of the Colliery Mazdoor Sangh when the badli lists were prepared in 1970 in consultation with the Colliery Mazdoor Sangh, it is difficult to believe that the Colliery Mazdoor Sangh entered into a collusion with the management for the purpose of depriving him all the amenities or privilege of a permanent worker.

20. From what has been stated above it is clear that the Mine Karamchari Sangh is not in a position to challenge the validity of the badli list prepared in 1970 in consultation with the recognised union, namely, the Colliery Mazdoor Sangh to which the concerned workmen belonged when those lists were prepared.

21. It transpires from the evidence on record that the Mine Karamchari Sangh has no office in Badjna colliery it is therefore doubtful whether it can raise any industrial dispute on behalf of the two workmen

concerned who were the member of the Colliery Mazdoor Sangh when they were stopped from work. I do not however think it necessary to decide whether the Mine Karamchari Sangh has got any *locus-standi* to raise the present dispute. I should like to dispose of the matter on merits.

22. From what has been stated above it is clear that the Mine Karamchari Sangh is not in a position to challenge the genuineness or the validity of the badli appointment letters issued to the two workmen concerned. The two workmen in their disposition also admitted the receipt of these badli appointment letters. They have no doubt tried to establish that they had been in continuous service. Jaidev Gorain has filed his bonus card. The Bonus card has been marked as Ext-M1. From the bonus card it appears that in the last quarter of December, 1970 his total attendance was 63. His attendance varied from week to week. This bonus card in my opinion really supports the case of the management that he worked as badli in Badjna Colliery at the relevant time. Sri Jagir Singh, learned Advocate for the workmen, contended that unless a particular workmen is absent for more than 10 days he must be regarded as in continuous service. In the present case we are not concerned with the legal implications of continuous service. From the bonus card, it appears that he did not work for all the days in all the weeks. In some of the weeks he worked for 3 or 4 shifts. There is nothing to show that when he put in 2 or 3 attendances in any week he was absent either on account of sickness or on authorised leave. This bonus card clearly indicates that Shri Jaidev Gorain is a badli workman.

23. The certified standing orders of Badjna Colliery provide for a 'badli'. Clause (1) order No. 1 reads as follows: "A badli or substitute is one who is appointed in the post of a permanent employee or probationer who is temporarily absent." From all the badli letters issued to the concerned workmen. It is clear that they were temporarily appointed in the place of permanent employees who were temporarily absent. The documentary as well as oral evidence on record clearly indicates that these two workmen concerned worked at all the materials time as badli workers. Therefore the question of illegally stopping them from work really does not arise. A badli workman is appointed from time to time for a specified period. If he is appointed for a particular period his service is automatically terminated after the expiry of that period. Such termination cannot be regarded as stoppage of work; so I think that there is no case on merits for the two concerned workmen.

24. Having regard to my findings on merits, it is not necessary for me to decide the preliminary objection taken by the management. According to the management the present dispute must be regarded as on individual dispute inasmuch as the Mine Karamchari Sangh being an unrecognised union, is not competent to raise a dispute on behalf of the two concerned workmen. It is not necessary to decide this point as indicated above. I want to keep this point open.

25. I, therefore, award in this case that the action of the management of Badjna Colliery of Messrs Oriental Coal Company Limited, Post Office Nirsachatti, District Dhanbad in stopping from work and refusing employment to Shri Jaidev Gorain, Line Mazdoor and Shri Sudhir Gorain, General Mazdoor with effect from the 3rd April, 1971 and 27th March, 1971 is perfectly justified. The workman therefore are not entitled to any relief. Let a copy of this award be forwarded to the Central Government as required under section 15 of the Industrial dispute Act 1947.

(Sd.) A. C. Sen,  
[No. L/2012/128/71-LRII.]

New Delhi, the 10th March, 1972.

S.O. 905.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Nag's Kajora Colliery, Post Office Ukhra, District Burdwan and their workmen, which was received by the Central Government on the 8th March, 1972

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA.

Reference No. 42 of 1971

PARTIES:

Employers in relation to the management of Nag's Kajora Colliery,

AND

Their workmen.

PRESENT:

Shri S. N. Bagchi .. Presiding Officer..

APPEARANCES:

On behalf of Employers—Sri N. Das, Advocate.

On behalf of Workmen—Shri B. S. Azad, General Secretary, Khan Shramik Congress.

STATE: West Bengal INDUSTRY: Coal Mines.

AWARD

By Order No. 6/84/70-LRII, dated the 3rd March, 1971, the Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), referred the following industrial dispute, existing between the employers in relation to the management of Nag's Kajora Colliery and their workmen to this Tribunal, constituted under Section 7A of the Industrial Disputes Act, for adjudication, namely:

"Whether the management of Nag's Kajora Colliery, Post Office Ukhra, District Burdwan was justified in designating Shri Satis Bouri and Shri Chunilal Dome as Survey Mazdoor and General Mazdoor respectively and paying them Category—I wages? If not, to what relief are the workmen entitled and from what date?"

2. On receipt of the reference notices were served upon both the disputants, represented by the Union and upon the management of the colliery concerned. The workmen represented by the Khan Shramik Congress that sponsored the disputes between the workmen and the management stated:

3. The Nag's Kajora colliery has been working with 300 workmen in different categories under the management of the colliery. The two disputant workmen, Satis Bouri and Chunilal Dome have been working in the said colliery since 1962, as they claim, as Chain men regularly and permanently without any blamish whatsoever. By letters dated 20th July, 1970 addressed to the Manager of the colliery each of the disputants represented before the Manager to implement Coal Wage Board recommendations having regard to their nature of work performed by each of them in the colliery as Chain men. On receiving the letter on 25th July, 1970 the Manager of the colliery gave no reply. The workmen joined the Khan Shramik Congress (Union) through which they protested several times against the mal-practices of the management of the colliery wherefor the management had

been displeased with the workmen and did not implement the Coal Wage Board recommendations in regard to them in accordance with their nature of work performed in the colliery. During the conciliation proceedings before the Assistant Labour Commissioner, Raniganj, the management representative gave out that one Jamini K. Mitra used to come in Nag's Kajora colliery at times from East Baraboni colliery who, according to the workmen concerned, performed the duties of a Chain man when the workmen disputants were remaining absent on leave or on sick leave. The management representative during the conciliation proceedings stated on 5th September, 1970 that J. K. Mitra was an Assistant Surveyor and that he used to come in Nag's Kajora colliery when the surveyor of the colliery required further skilled pre-session in survey jobs. The Union during the course of conciliation proceedings called for Form C and Form E on 5th September, 1970 for production by the management in the discussion during conciliation proceedings on 23rd September, 1970, 17th October, 1970, 4th November, 1970 and 19th November, 1970 but the management did not attend the meetings on those days. The duties of the chain man is only to assist the surveyor and is quite separate from that of the Assistant surveyor. The chainman in a mine does the permanent nature of work and is most essential for working of the mine. Before the Conciliation officer one Manik Ch. Roy, Pit Munshi in Nag's Kajora colliery since 1960 stated that the workmen Satis and Chunilal had been working as chain men in the colliery and that Jiten Babu was coming in the colliery when the workmen anyhow remained absent. The workmen, therefore, complained that the management's non-implementation of the Wage Board recommendations in case of the disputant workmen since 1967, was wholly unfair, unjust and victimisation in violation of the principles of natural justice. Accordingly, a dispute over the matter was raised by the workmen through the Union against the management which ultimately on the failure of the conciliation proceedings has been referred to this Tribunal for adjudication by the Central Government. Ministry of Labour and Employment. The workmen represented by the General Secretary of Khan Shramik Congress, P.O. Ukhra, Distt. Burdwan, prayed that the management be directed to implement, in regard to the concerned workmen, having regard to the nature of their work performed as chain man, the Coal Wage Board recommendations fix their wages in the scale of chain man in terms of the recommendations of the Coal Wage Board, and to ask the management to pay arrears of wages and other allowances available to the workmen in the scale of pay and allowances of a chainman as recommended by the Coal Wage Board recommendations since 15th August, 1967, and for such other relief or reliefs as would be available to each of the workman concerned.

3. The management filed a statement in opposition of the workmen's statement of case filed through the General Secretary of the Union sponsoring the dispute for the workmen. At the opening of the case the learned advocate Mr. Das for the management admitted the following facts: Satis Bouri has been working as Survey Mazdoor from January 1961 and Chunilal Dome, though designated as a general mazdoor, has been actually performing the duties of Survey mazdoor from January 1965. When the Coal Wage Board recommendations came into force from 15th August, 1967 and were implemented in the colliery by the management, these two workmen had been placed by the management in Category I sub-category (2) of the Wage Board recommendations (Volume II, page 41) from the date of implementation. Their scale of pay has been fixed and their wages have been paid in terms of the scale from the date of implementation as prescribed by the Coal Wage Board recommendations (page 59—Volume I) and they are not entitled to get anything beyond what they have been getting

in their relevant scales of pay as fixed by the management as arrear of wages and other allowances. The workmen concerned are not entitled to be placed in the category of chainman of the Wage Board recommendations (page 79 Volume I). In paragraph 2 of the objection petition of the management stated that as per directions appearing in the Coal Award then in force, the two workmen were placed in Category I(2) of the said award as survey mazdoor and were then employed to work with the survey team for carrying survey instruments whenever and wherever required and that since their appointment they have been working as such. It is further stated in the objection petition that the management of the colliery after completion of the development work in the mine has been carrying on depillaring operation from 1966, and that the survey work of the colliery has been handled all along by the surveyor of the colliery previously assisted by survey apprentices and since 1966 with the commencement of de-pillaring with the assistance of Assistant surveyor. All survey works in the management's mine is being performed by the management's qualified mine surveyor. Upto 1965 workmen employed as survey apprentices used to assist the surveyor in the colliery in his duties both on the surface and in the underground and thereafter since 1966 a unqualified Assistant surveyor has been assisting the surveyor in carrying out the surveyor's duties. In the circumstances as stated in the objection petition, the management had never any occasion for appointing any chain man and the assistance required by the surveyor in carrying out his duties has been and had been given to him by the aforesaid workmen working as survey apprentices and unqualified assistant surveyor. The two disputant workmen, as stated in the statement of the objection petition of the management, have all along been working for carrying survey instruments required by the survey team, and they never worked as chain man or in any other capacity. Although during the conciliation proceedings in regard to the dispute under reference the Union on behalf of the two workmen represented that the two workmen had been working as chain man in the colliery though designated as survey mazdoor, in case of Satis and general mazdoor, in the case of Chunilal, the management denied the said contention stating that none of the workman had the required skill, literacy, experience and competence to work as chain man so as to render any assistance to the surveyor in carrying out the duties. As regards the workmen's allegations that Jamini Mitra, a chain man working in the East Baraboni colliery used to come to Nag's Kajora colliery of the management for working in place of the concerned workmen of the colliery during their absence, the management in paragraph 10 of the objection petition asserted that service of Jamini Mitra as a chainman was never requisitioned by the management for working in place of the concerned workman. Jamini Mitra of East Baraboni colliery used to come to Nag's Kajora colliery when the survey team of the Nag's colliery consisting of the surveyor and unqualified Assistant surveyor required further skilled assistance for pre-session in survey job, such as for making bore holes survey, co-relation work and in joint boundary survey. It is stated in paragraph 11 of the objection petition that the position regarding the claim of the concerned two workmen was fully explained to the Conciliation Officer on 4th November, 1970 and for unavoidable reasons the management could not attend the conciliation proceedings held on 19th November, 1970. The management in paragraph 12 of the objection petition asserted that the existing designation and category of the concerned workmen were quite justified and that they had no ground for claiming any other relief and that they were not entitled to be placed in the category of a chain man.

4. Sri Azad, General Secretary of the Union, representing the workmen, in reply to Mr. Das's statement at the time of opening of the case submitted as follows: That both the workmen had been working from 1961 and 1965 respectively performing the duties of a chain man, and that they were to have been fixed in the Category of chain man of the Coal Wage Board recommendations as prescribed by the said recommendations in page 79 Volume I. They are each entitled to get the increment in terms of Wage Board recommendations in the case of chain man in the scale of pay being Rs. 165-4-205-230 and underground allowance at the rate of 5 per cent of the basic pay as has been prescribed for the grade of a Chain man. Each of the workman is, therefore, entitled to get on being fixed in the scale of pay of a Chain man the arrears of wages, underground allowances from 15th August, 1967 at the scale of a chain-man till the date of the award. On the statement of facts made in the respective petitions by the workmen represented by the Union and the management and from the statements made by Mr. Das, the learned Advocate for the management and Sri Azad, General Secretary of the Union representing the Union in this proceedings, the following points arises for decision:

- (i) From before the date of implementation of the recommendations of the Coal Wage Board what has been the nature of duties in the colliery concerned that has been performed till to-day by each of the workman in the colliery; whether as Chairman or as general mazdoor-cum-survey mazdoor or in the language of the Wage Board recommendations survey boy/centre boys?
- (ii) Whether each of them has been working as a Chain man since the date of their respective appointments and as such they are entitled to be fixed in the scale of wages of a Chain man from the date of implementation of the Wage Board recommendations and whether they are entitled to the arrears of wages and underground allowances in the scale of Chain man for the period from 15-8-1967 till to-day less the amount of wages and allowances paid and received by them during the period.

Point No. (i):

#### Decision

5. Three witnesses were examined on behalf of the workmen. The two workmen examined themselves as witnesses who were cross-examined. One Jitendra Nath Banerjee, Mining Sirdar of Nag's Kojora colliery was also examined and cross-examined by the workmen. None was examined as a witness for the management. As admitted by the learned advocate for the management, Satis Bouri, workman has been working as survey mazdoor from January, 1961 and workman Chunilal Dome has been actually performing the duties of a survey mazdoor from January, 1963. So, according to the management Satis Bouri, workman, since January 1963 have been working in the Nag's Kojora colliery as survey mazdoor. The Coal Wage Board recommendations came into force from 15th August 1967 and those were implemented in the Nag's Kojora colliery by the management by placing the two workmen in Category I sub-category (2) of the Wage Board recommendations, Volume II, page 41, with effect from the date of implementation. According to two workmen having been placed in the scale of wages of a survey mazdoor since 15th August, 1967, each has been paid their wages and allowances from that date according to the rates prescribed by the said scale for a survey mazdoor or in other words survey boy. Satis Bouri, WW1, gave a narrative of how he has been performing his works in the colliery assigned to him by the colliery surveyor. First he spoke of spot-levelling. This work is done on the surface of the colliery. The survey team consisting of Satis,

Chunilal and the surveyor go to the spot with the staff and the level instruments. Satis and Chunilal carry the staff and the level instrument to the spot of survey. Satis places the level instrument and Chunilal placed the staff. Surveyor then reads the level instrument while Chunilal holds the staff. The surveyor directs Satis to go to the staff and he point out the reading in the staff by a red pencil. The Surveyor looking through the levelling instrument determines whether Satis's reading on the staff as proclaimed by him is correct on verification. Surveyor records the reading in the field book. Coming back to the office on finishing the spot level survey, Satis and Chunilal as directed by the Surveyor used to clean the staff and the leveling instrument. This work goes on from 9 A.M. to mid-day recess. Next Satis speaks of face-survey work of the face of the coal seam in the underground for the purpose of demarcating the area from which the miners are to cut the coal. Under the directions of the Surveyor, Satis and Chunilal accompanied the Surveyor to underground of the colliery. Satis carries the tripod or the dial, a stick, marking line, measuring tape and steel band and Chunilal, carried the dial within the box. The Survey team consisting of Chunilal and Satis and surveyor getting into the underground of the mine used to come to the face of the seam, and under the directions of the surveyor Satis and Chunilal used to measure the face of a seam of about 75' in length with the varying height of 7 to 12' or more. This measure of the face of a seam is done with the tape and the ground level of the face is marked by Satis and Chunilal. On the marked portion the surveyor is to place the dial and take readings of the bearings and records the same in the field book. Surveyor is to look through the telescope fixed on the dial, adjusts the point, and directs Chunilal and Satis to mark the points according to survey's direction on the roof of the mine. Chunilal and Satis are to mark the points shown to them on the roof with chalk. Three points are marked on the roof when the dial is removed. The marking of the three points by Satis and Chunilal under the directions of the surveyor is performed with the help of a string covered with lime dust, tied on the end of two bamboo poles which are held by Satis and Chunilal and moved along from the points making the markings of the points. Face-marking survey work is performed by Satis and Chunilal under the direction of the surveyor. After the work is finished between 9 A.M. and Mid-day recesses, instruments are taken back to office by Satis and Chunilal. Then Satis speaks about the Spot-survey for making out on the surface parcels of land for construction of low cost houses for the labourers. The team consisting of Satis, Chunilal and Surveyor are to go to the spot. Surveyor is to read the plan and direct Satis and Chunilal to mark out parcels of land measuring 8' x 8' on the surface for construction of low cost houses. The surveyor has the field book with him while Satis and Chunilal carry tape, lime, marking chalk, and the map. According to surveyor's directions Satis and Chunilal marked out parcels of land for construction of the low cost houses. The Satis speaks about the quarterly surface survey carried on in the colliery under the directions of surveyor. Satis and Chunilal are to carry survey dials, lime, wooden pegs, hammer, plumb balls, steel band measuring tape for such survey. Coming near a pit surveyor directs Satis to proceed at a distance from the pit say 300' away and to flush pegs on the ground. He used to do that Several pegs, as directed by the surveyor are flushed on the surface by Satis and Chunilal. After the pegs are flushed into on the surface, dial is fixed on the tripod by Satis and pegs are marked with serial numbers. Taking each peg serially the dial is fixed on such pegs with the plumb ball suspended below the dial. Commencing from peg marked "O" as directed by the surveyor Satis is to proceed from 'O' peg to, say 18th peg. Surveyor with the dial remains on the 'O' peg. On coming to the particular peg Satis is to hold the pole on that peg and surveyor reads angles on the dial with

reference to that peg and the pole and records the angles in his field book. This operation is done from peg to peg and Satis is directed to move from one peg to the other and fix the pole on that peg. Satis is to do that job. The Surveyor is to read the angles on the dial and records the same on the field book. After the readings on the dial are finished Satis and Chunilal are directed by the Surveyor to measure the distance between each of such 18 pegs from the mouth of the pit. In this way the work is completed. *Coal stack survey:* Satis says that on the first day of a month the Surveyor used to direct him and Chunilal to accompany him for measurement of the quantity of coal stacked on the surface. He and Chunilal carry each a pole, a measuring tape, some lime and the Surveyor, the field book for measurement of the stack of coal on the surface. Under the directions of the survey Satis and Chunilal are to take measurement of length, breadth and height of the stack of coal and read out the measurements of the stack to the Surveyor who records the same in the field book. In this way the measurement of stack of coal is taken. The Tribunal asked him a question as to whether Satis and Chunilal did co-relation survey work relating to underground and the surface boundary between two adjacent collieries. He gave a narrative of the co-relation survey work. After he made the statement regarding co-relation survey work, the Tribunal further asked him whether as narrated by him, the narration related to co-relation survey work as asked. To witness appeared to be a little confused. When again asked if the statement he had just then made related to the question put about co-relation survey, the witness stated, "I do not know what is co-relation survey but what I have stated just now is a joint survey with other collieries". The Tribunal asked him what did he mean by joint survey. Satis answered, "By joint survey I mean a process of survey from which it is determined as to the limit of the boundary of one colliery with the adjacent colliery so that one colliery may not trespass into other adjacent colliery on the surface and underground. The process of survey that I have just spoken of is not only done by our colliery but also by other collieries either simultaneously or sometimes after or before our survey. But such survey is made by the adjacent collieries so that neither colliery can trespass into either's colliery underground or surface." Then Satis gives out that he entered the service of the colliery for the first time in 1961. Before 1965 he was paid on vouchers. From 1965 he has been paid on the basis of wagesheet in Form 3. From 1965 he began to get Rs. 24 per week meaning for 6 working days. In 1966 he got Rs. 27 odd paise as weekly wages. In 1967 he received Rs. 27.75 per week. From 1965 he began to draw underground allowance along with the weekly wages. From 1965 to 1967 weekly wages included also the underground allowance. Even now his weekly wages includes underground allowance—underground allowance at present being 6 annas per day. His present weekly wages inclusive of underground allowance is Rs. 39.50 p. He claimed pay from 1965 in the scale of Rs. 165—4—205—5—230 per month according to the Coal Wage Board recommendations, and the corresponding rate of underground allowance and also arrears of wages, underground allowance and the difference between wages and underground allowance received by him upto date and the pay and underground allowance, as he would have received from 1965 upto date had he been put to the scale of Wage Board. He wants fixation of his pay from 1965 at Rs. 165 per month in the scale of Wage Board recommendations and also underground allowance in that scale of pay upto date, and arrear of pay and allowances in the manner and to the extent he has stated. He also claims to be placed in the scale of a Chain man but not in the scale of survey mazdoor. He stated in his examination-in-chief that Jatin Mitra never worked as Chainman in Nag's Kajora Colliery. Mitra used to work in East Baraboni Colliery. He and Chunilal did the same work in the colliery for all the times. He then narrated how their demands were refused compliance by the management as made by

them as well as by the union which gave rise to the dispute now referred to for adjudication by the Central Government. He stated that except he and Chunilal there was one who could work as a Chain man in Nag's Kajora colliery. He stated in his examination-in-chief, "During my absence on leave or on sick leave the surveyor secures services of coolies for working as Chainman". From the cross-examination of Satis the following facts appear. While he was 16 or 17 years old he entered into the services of Nag's Kajora colliery and before that he never served in any other colliery in any capacity. He can simply sign his name in Bengali, can read Bengali script but cannot read English print. He can read only the numbers in English. He never took training of a Chainman. According to him, if one can fit a dial and read the distance with the tape he may be called a Chainman. For a day or two when the surveyor is absent and the coal cutting face is to be extended so that the loaders in the mine may not sit idle, Satis can somehow manage the work of marking the face approximately not with reference to dial but on his experience, but not scientifically by any survey method. He cannot read dial nor can he read angle. He can read numbers in English on the staff, distance on the measuring tape and steel tape. There was never any post of Chain man in Nag's Kajora colliery. From 1966, along with the surveyor there is an Assistant surveyor in the colliery who was an apprentice surveyor before 1966. This assistant surveyor was apprentice in the colliery, say in 1963 and 1964. From 1966 colliery is doing only depillaring work. He denied that the work of surveyor is less in volume when the colliery is doing depillaring work. He admitted that when depillaring on coal mines, there is no survey work to be done, but when the colliery is developed the surveyor is to work day to day as development proceeds. He denied that the actual work of survey has been done all along in the colliery by the Surveyor and the Assistant surveyor Asim Babu. He denied that he and Chunilal carried the survey materials to the spot while Asim Babu and Surveyor did the actual survey work. He claimed that he and Chunilal did the actual survey work. Asim according to him only prepares vouchers of the contractor but does not do any survey work. He named several collieries such as Moira Bisweswari, Sankarpur, Takola, Madhujore, Siduli, Sarpi Kajora, East Kajora, Real Kajora colliery where there are Chainman, in each of such collieries. He admitted that Nag's Kajora colliery raising is per month is only 4000 tons of coal while Moira colliery's monthly raising was 40,000 tons. He did not know the monthly raising of all the other collieries which he had spoken of but he admitted that Bisweswari colliery's monthly raising is 8000 tons where there is an Assistant surveyor whose name he does not know. He confessed that he has no knowledge as to the types of dial that are required for survey work. He confused between a dial and a compass. He could say that there are vernier clamp, body clamp, niddle in the Nag Kajora colliery's dial but he confessed that he could not read any angle in the dial. When he came to the colliery for the first time he began to work under the directions of the surveyor. By working in the colliery under the directions of the surveyor, he picked up the work he was performing which he calls the work of a Chainman. He took no training as a Chainman. The work he is doing, he says, is that of a Chainman. He says that the reading of the dial is not the work of a Chainman but the Chainman's work is to fix the dial at a proper site for making it capable of taking the readings on the dial. He has learnt following the directions of the surveyor, the work of setting a dial while working in the colliery. He has no knowledge about the verticle and the horizontal level. He does not know how to read a field book nor does he know how to write a field book. According to him it is not the duty of the Chainman to take and read the angles of either on dial or the theodolite compass. He denied that he had neither training nor the skill of doing the work of a Chainman although he was doing the work of a Chainman. He denied that the workload of the colliery is not such that it requires the services of a Chainman.



6. Chunilal, WW 2, when came to the colliery for the first time in 1965 and met the Manager Kajal Babu, the Manager directed him to work as line mazdoor. He refused to work as line mazdoor and asked the Manager to allow him to work as a survey mazdoor. The Manager agreed to the proposal and Chunilal began to work as a survey mazdoor. He then approached the Surveyor Babu who told him to join with him in the work. As directed by the Survey Babu he was asked to collect dial, tape, plumb ball and other appliances and to accompany him to the job. He and Satis accompany Survey Babu who directs them to place the dial at a particular place and points out that the points to be fixed on the roof of the colliery. He speaks also of face survey in the underground. Surveyor directs both of him and Satis how to measure the distance of 75'. Satis holds the plumb line ball and he holds the lamp. Satis and the witness mark the roof with threads, immersed in lime dust. He then speaks of floor cutting work of contractors. He states in examination-in-chief, "the nature of work performed by me since I entered the colliery upto date has been the same as I have spoken off". When he first entered into the services of the company he used to get Rs. 27 per week as wages and now he gets weekly wages of Rs. 38. He represented to the Manager that he and Satis should be given the pay of a Chainman but he was told that it could be settled by the authorities. He claimed Rs. 42 per week from 1965 and pay scale of a Chainman and also claimed arrears of wages as a Chainman. He demands that he should be placed in the grade of a Chainman and designated as Chainman and his pay should be fixed in the grade of a Chainman. In cross-examination he said, "I cannot read and write either English or Bengali. I can read the angles of the dial and I can record it in writing. (Asked to write 118° 15 mts.). I do not know what is degree or minutes". He wrote 60 and then  $100 \times 18$  or something like that but unreadable and stated that he had written 18° 15 minutes. The paper upon which he wrote the figures has been placed in record. He had not been trained by Compass Babu to do the work of a Chainman. He cannot read degree or minutes on a dial compass. He does not know what is true north nor does he know what is instrumental errors nor does he know how to eliminate any instrumental error in calculation of a close circuit. He does not know what is taking of an off-set and how it is to be taken. He denied that he used to work as a survey mazdoor. He claims that he and Satis are working as the Chainmen.

7. WW 3, Jitendra Nath Banerjee, entered the service of the colliery as a shot firer in 1962, became Mining sirdar in 1964 and is now in the grade of pay of Rs. 205—237 since the Wage Board recommendations were implemented. He has no grievance. He knows the two workmen disputants, Chunilal and Satis. According to him there is no Chainman in the colliery and those two workmen work as Chainman of the colliery with the Surveyor of the colliery since 1962. They measure lead of coal also lift of coal along with the Surveyor. Asim, the Assistant Surveyor of the colliery accompanies the surveyor team and supervises the survey work. The witness sees the survey team working while coming to the face of the seam where the witness works. He does not know what are the particulars of the work to be done by the persons, designated as a Chainman. He said, "because they take measurements accompany the surveyor, so I say they are chainman." His evidence in cross-examination shows that development work of the Nag's Kajora colliery has practically been stopped. The third pit has been dug and is in the process of running gallery and of setting up of fittings. After driving the gallery upto 50' in the third pit the work stopped for the last 6 months.

8. This is the state of evidence adduced on behalf of the workmen. Both the workmen disputants are illiterate. Working in the survey team they may have acquired a bare knowledge of reading numerals in English. Chunilal was allowed to work as a survey mazdoor by the management when he first came to the

colliery in January 1965. In examination-in-chief this Chunilal stated "the nature of work performed by me since I entered the colliery upto date has been the same as I have spoken of". He entered the service of the colliery as survey mazdoor in 1965 and since then the nature of work upto date is that of survey mazdoor. Satis entered the service of the colliery in January 1961 and he claims that he has been serving since 1961 as Chainman with the surveyor of the colliery. This is inherently incorrect. The Mazumdar award (the award of the All India Industrial Tribunal Colliery Disputes, Volume II, Appendix XI) page 73, says, survey mazdoor (2) tool and material carrying) a workman employed to work with a survey team to carry survey instruments and which is inferior in status to a survey Chainman. Appendix XI, Page 80. Paragraph 202 of the said volume reads, "202-Chainman (see also No. 2) persons who assist the surveyor in carrying out his duties both surface and underground". The Mazumdar Award, Volume I, page 140, prescribes 9 categories of workers beginning from category I to category IX with their basic wages, dearness allowance, bonus, underground allowance, total for surface workers per month, total for underground workers per month. A category I worker is to get minimum wages including bonus at Rs. 69-1-0 per month as a surface worker, while as underground worker at Rs. 72-2-10 per month. The notes in page 143, Volume I of Mazumdar award, also directs calculation of underground allowance, dearness allowance on the basic wage of each category of workers. Now, in page 138, Mazumdar award says, Paragraph 515—"the categorisation suggested by the parties shows that the parties want the workers to be classified into nine groups, the tenth group being the supervisory category which may not be necessary in all collieries". This is how there are the nine categories of workers at page 140 of the said Volume of Mazumdar award. At page 136, Vol. I, Mazumdar award say, "The mazdoor is the unskilled worker, but where the nature of the work done by him involves more than ordinary strain or responsibility, then he is put into the higher categories, so much so mazdoors are spread over from Category I to Category VII according as they do light work, or slightly heavy work, or heavy work involving some degree of responsibility". From page 149 of the Mazumdar award Volume I—regarding surveyors the discussion begins and ends at page 150, paragraph 556, where the award says, "In other words we consider the work of the surveyor as skilled manual work". As regards Assistant surveyor, paragraph 557 says—(page 152), that Overman and Mining sirdars are skilled manual workers. But the mazdoor is an unskilled worker. Of course, within Category I to VII a mazdoor may be placed under the circumstances as referred to in the Mazumdar award Vol. I, p. 136—para 512, and wages of each such categories have been prescribed at page 140 Vol. I of the said award. Appendix XI page 73—job (2) in Vol. II of the said award says, Survey Mazdoor—a workman employed to work with a survey team to carry surveying instruments and who is inferior to the status of a Chainman. Chainman (202), page 80—Vol. II, Mazumdar Award—persons who assist the surveyor in carrying out his duties, both surface and underground. A Survey Mazdoor is category I(2) while a Chainman ranges from category I III IV and V(202) in Mazumdar award page 86—83—Vol. II. Category IV gets Rs. 82-4-9 being a surface worker per month, while category IV underground worker gets Rs. 86-8-6 per month. The daily wages plus bonus of surface worker category I is Rs. 2-10-6 with underground allowance of 0-1-11 total Rs. 2-11-5 under Mazumdar award, Volume I, page 140. So, we find on a reference to Mazumdar award that Mazdoors are categorised from category I, III to category V depending upon the nature of work done by him involving more than ordinary strain or responsibility though they are classed as "unskilled worker". Ordinary survey mazdoor i.e. unskilled worker was categorised under category I(2) while a Chainman thought an unskilled worker had been put in category III, Category IV and V, job No. 202, at page 87-88, Volume II, Mazumdar

award. A Survey (tool or material) carrying mazdoor is as much as unskilled workers as the Chairman in any of the categories III, IV and V of the Mazumdar award is, depending upon the nature of his strenuous work and responsibility. An unskilled mazdoor may be of categories, in category III and IV or V of the Mazumdar award, job No. 202—Chairman, while an unskilled mazdoor may be placed in Category I job 2—Survey mazdoor. (Mazumdar award job No. 202). So, a Chairman, Job No. 202 according to Mazumdar Award may fall in category No. III, Category IV and Category No. V, while a survey mazdoor in category I(2) i.e. Job No. 2, but all those categories of workmen are first unskilled workmen but placed in different categories commensurate with the nature of work done by each of them involving the strain differentials in performance of such work and the difference in the degree of responsibility in the performance of the work. The assessment of the nature of work of each of such categories of workmen is to be made with reference to the description of the job against the number of the job as appearing in page 73, Volume II, Appendix XI of Mazumdar award where it is stated Job No. 2 survey mazdoor being a workman employed to work with a survey team to carry survey instruments and is inferior in status to a survey Chairman, while a survey chairman, job description No. 202 is a person who assists the surveyor in carrying out his duties both surface and underground. The surveyor is a skilled manual worker. A survey mazdoor is an unskilled manual worker. A Chairman in any of categories III or Category IV or Category V is none the less an unskilled mazdoor i.e. manual worker. An unskilled manual worker under the head "Mazdoor" may be categorised in categories I, III, IV and V. vide Mazumdar award referred to above depending upon the nature of his work, strain in performance of the work or responsibility in the performance of his work upon assessment being made by the management in regard to each of such categories of workers. But a Chairman in category III to V though an unskilled mazdoor falls under the head "mistries" (see Vol. II page 88 Mazumdar Award). But a survey mazdoor is under the column 'mazdoor', see Vol. II page 86-Mazumdar Award. At page 136, Volume I, Paragraph 512, Mazumdar award says "Mistries and the fitters actually start from category III. Mistries stop at category VII while fitters go upto category X. Category X being the supervisory category in respect of whom it has been suggested that they should be on the time scale." This is the position regarding categorisation and job description and occupational nomenclature as prevailing when the Mazumdar award came into force in 1956.

9. Now, in 1961 and in 1965 came Satis and Chunilal respectively to serve in Nag's Kajori colliery. Satis stated in his examination-in-chief: "In 1961 when I entered into the services of the colliery I used to get Rs. 2.50 per day". Category I worker used to get, page 140, Volume I, Mazumdar award, Rs. 2-12-5 consisting of basic pay, dearness allowance, bonus, underground allowance, per day, less deduction, I think. Then 1961 to 1964, i.e. four or 5 years he worked with daily wages of Rs. 3/- . So, in 1961, he was in category I(2). If he got Rs. 3/- per day upto 1964 his weekly wages came to Rs. 18/- and his monthly wages came to Rs. 78/- inclusive of underground allowance. For Category II worker, in page 140 Volume I, Mazumdar award it is shown that all underground workers get monthly wages of Rs. 76-14-8. From 1965 Satis began to draw Rs. 24/- per week or Rs. 4/- per day or Rs. 104/- per month. Category VII worker gets Rs. 11-13-8 inclusive of underground allowance. For Category II worker, in page 140, Vol. Volume I, Satis at present draws weekly wages including underground allowance Rs. 39.50 i.e. daily wage of Rs. 6.60 P and monthly Rs. 171.00 per month i.e. much above category IX workers at page 140, volume I of the Mazumdar award. In support of his

statement regarding his present weekly wages, Satis did not produce his wage Bonus card. The Wage Board recommendations came into force from 15th August, 1967. If he is fixed in the scale of a Chairman vide page 79, Volume I Coal Wage Board recommendations, in the scale of Rs. 165-4-205-5-230 from 15th August, 1967, his new consolidated basic pay in that scale upto 15th August, 1971 is Rs. 181/- but he is already drawing, as he said 171 p.m., which must be after deduction of the Provident Fund contributions. The Chairman scale in Mazumdar award was Rs. 30-1-34 vide page 79, Volume I Coal Wage Board recommendations. When Satis came in 1961 to work in Nag's Kajori colliery and commenced working as a Chairman his basic pay in the then time scale Rs. 30-1-34 would not have allowed him to get even up to to-day more than Rs. 34/- per month vide Volume I page 79, Coal Wage Board recommendations. Now, Satis's statement in examination-in-chief that he gets Rs. 39.50 per week, inclusive of underground allowance may be referable to category I, rate of daily wages, increment, attendance bonus inclusive of underground allowance and dearness allowance to work up weekly Rs. 30.50 after deducting provident fund, page 59, Vol. I Coal Wage Board recommendation. After the Wage Board recommendations came into force to continue to be in the scale of 'unskilled category I page 58 Volume I, Coal Wage Board recommendations, Appendix V, page 41, Volume II of Coal Wage Board recommendations relates to category I (unskilled) under the designation of mazdoors and sub-designation survey/centre boys within job numerical No. (2) reading as "a workman employed to work with a survey team to carry survey instruments and is inferior to status to a survey Chairman. Like Mazumdar Award, Coal Board recommendations do not bring a Chairman within any category (I to V), but place a Chairman within Technical and Supervisory staff and brings him under Survey department (See page 78-79, Vol. I, Coal Wage Board Recommendations). Chairman is a class of technician and does not come under unskilled/skilled/semi-skilled/low and higher/skilled junior & senior (Coal Wage Board Recommendations—Appendix V—Vol. II pages 41-45). Thus a survey Chairman, (page 79, Volume I of Wage Board recommendations) under the heading technical Staff and under the sub-heading "Survey department" comes within the pay scale of Rs. 165-4-205-5-230. So, the emoluments received by Satis per week at present at he stated in examination-in-chief, are in consonance with the emoluments prescribed by Wage Board recommendations for category I(2) unskilled Mazdoor/survey boys. When the Mazumdar award was in force, he was in category I(2) i.e. Job numerical (2) Survey Mazdoor till before the Wage Board recommendations came into force. He was not in category III, nor in Category IV nor in Category V of Mazumdar award when the Coal Wage Board recommendations came into force, and he got his emoluments inclusive of underground allowance and dearness allowance not beyond the scale of category I(2) survey mazdoor.-job numerical (2) till upto 14th August, 1967 when Coal Wage Board recommendations came into force. Chunilal came to serve as survey mazdoor category. I, job numerical (2) of Mazumdar award in 1965. His evidence shows as I have already pointed out, that he sued to get Rs. 27/- per week at the rate of Rs. 4.50 per day inclusive of bonus and underground allowance. At present he draws a weekly wage of Rs. 38/- less Provident fund deduction. So after the Coal Wage Board recommendations came into force, Chunilal, survey-mazdoor in category I(2) of Mazumdar award, an unskilled worker, remained unskilled worker in category I(2)-under head 'Mazdoor'-sub-head survey boy of Coal Wage Board recommendations referred to above and is drawing his wages, allowance including dearness allowance at the prescribed rate. Since the implementation of such recommendation by the management, both in



the case of Satis and in the case of Chunilal. Categorisation has been the same—being Category 1/2 i.e., Survey Boy. Now, both of them claim that from the commencement of their employment under the management Satis in 1961 and Chunilal in 1965, both in January, they have been each performing the duties of a Chainman in the colliery along with the Surveyor. So, if they were Chainman in 1961 and 1965 respectively, their scale of pay should have been 30-1-34, vide page 79 Volume I, Coal Wage Board recommendations under the heading "Existing designation with basic scale of pay". So, before 15-8-67 the scale of monthly pay of a Chainman was far less than the rate of daily wages of category I Mazdoor unskilled category of worker as shown at 140 of Mazumdar award, Vol. I. Now, Chunilal, when came in 1965 to the colliery, was offered by the Manager to work as line mazdoor. He refused and accepted the job of a survey mazdoor or in other words survey boy or centre boy as designated in Coal Wage Board recommendations mentioned above. So, he himself had chosen the category I(2) of the Mazumdar award and began to serve as survey mazdoor but not as General mazdoor since then, and he said that there had been no change in the nature of his work till to-day since he had first come to the colliery in January 1965. So, there is no question of evaluation of his job by this tribunal at this stage. He has been doing the same nature of work as he had commenced doing it on 1st January, 1965 as a survey mazdoor i.e. the work of carrying survey instruments with the survey team. He had no training as a Chainman nor did he earn the skill of a Chainman just as Satis has neither. Satis also entered the service of the colliery in January 1961 as a survey mazdoor, Category 1(2) of Mazumdar award, which is also category 1(2) of the Coal Wage Board recommendations already referred to. Now, under Coal Wage Board recommendations Satis and Chunilal are to be designated under head Mazdoor, sub-head survey/centre boys being category I(unskilled) worker whose job description, being as a person who carries survey instrument and who is inferior in status to a survey Chainman. A survey Chainman under Mazumdar Award must be an unskilled straineous worker, having greater responsibility than that of a survey mazdoor under Mazumdar award. But under Coal Wage Board recommendations a Chainman is technician in the survey department—a class by itself. In case of Chunilal since his joining in the Nag's Kajora colliery in 1965 as a survey mazdoor, now survey/centre boy under the Coal Wage Board recommendations, there has not been any change in the nature of his work. So, his designation under the Coal Wage Board recommendations, Volume II, page 41, Appendix V should be under head 'Mazdoor'—sub-head 'Survey boy'. Now, Satis said that his nature of work and that of Chunilal have been materially the same. Both of them are unskilled, both are untrained as a Chainman, both are illiterate, both of them have been performing their work under the directions and guidance of the Surveyor. The main features of their work is to carry the survey instruments at the spot of survey. As directed by the surveyor they place the dial at a starting point, flush pegs in at certain points, draw chain from one station to another station—all under the directions of the surveyor. Satis gave description of his five items of work relating to the survey work done, as he said, under the directions and guidance of the surveyor. Both Satis and Chunilal claim that the nature of their work is such that they should be designated not as a survey mazdoor, not even as survey or centre boys, but as Chainman, and be put to the pay scale of Chainman under Coal Wage Board recommendations being at the rate of Rs. 165—5—205—5—230 i.e. as technicians in survey department of the Nag's Kajora Colliery from 15th August, 1967, Satis claims as well as Chunilal that before the Coal Wage Board recommendations came into force they should

have been placed in the category of a Chainman under Mazumdar award, may be in category III, category IV or category V, as mentioned in Mazumdar Coal award, referred to above. I have already stated that placing of an unskilled mazdoor, say a survey mazdoor, of category I(2) of Mazumdar award either in category III, category IV, category V (202) job description of Chainman under Mazumdar award) initially depends upon assessment of the unskilled mazdoor's nature of work, whether straineous or not, whether involves some responsibility, depending only upon the extent of the strain of work and responsibility varying from category III to IV and to V respectively. Such assessment of the nature of work, strain of the worker, responsibility of worker, initially depends upon the management and the capability of the workman claiming either categories No. III, IV and V of Mazumdar award. But neither of them said to which of those categories of Mazumdar Award they should have been initially placed. A Chainman as a class under Coal Wage Board recommendations must be a technician in the survey department. The management before the Coal Wage Board recommendations came into force, assessed the nature of work of a survey Mazdoor but did not find Satis and Chunilal any more higher than that of a survey mazdoor or as a matter of that survey/centre boy, under the Coal Wage Board recommendations mentioned above. To be a Chainman under Coal Wage Board recommendations one must be a technician in survey operation in the colliery. Their grievance is that their nature of work, the strain of their work and responsibility of their work are such that they should have not been initially in 1961 and 1965 respectively placed above category I, job description (2) of Mazumdar award but they do not assert that they should be placed as Chainman either in category III, IV or V of Mazumdar award (job description being 202 for each of such categories). But categorisation in any of those categories would depend, as Mazumdar award says, in regard to a mazdoor—unskilled workman upon the nature of his work, strain of his work and the responsibility in performance of his work. As regards Chunilal there has been no change in the nature of his work as survey mazdoor under Mazumdar award and as survey boy/centre boy under Coal Wage Board recommendations from January 1965 till today, i.e. 18th of February, 1967. Satis said that since January 1961 when he came to work in the colliery he received pay upto 1964 as category I(2) survey mazdoor inclusive of wages under Mazumdar award. From 1961 to 1965 he had no grievance even right upto 14th August, 1967 just before when the Coal Wage Board recommendations came into force. Now, the question is whether he and Chunilal are doing the same nature of work or there has been any difference in the nature of work, in the strain of work and in the responsibility of performance of work between Chunilal and Satis at any time during the period from 1961 till date in case of Satis and from 1965 till date in case of Chunilal respectively. If I am to believe Chunilal when he said that he entered the colliery as a survey mazdoor, (Mazumdar award category I(2) and that his nature of work has been the same upto now, then I am to disbelieve Satis on this point. I have reviewed their rate of daily wages received, Satis from 1961 January till to-day and Chunilal from 1965 till to-day and I have kept in view the evidence of Satis and Chunilal so far as the nature of their work, strain of their work and the responsibility of their work are concerned in performing the duty of a survey mazdoor or as a matter of that survey/centre boy under the Mazumdar award and the Coal Wage Board recommendations respectively. It will appear from the evidence of Satis that the field work of survey continued only from 9 a.m. to 12.30 latest upto 1 O'clock of the day. Thereafter both Satis and Chunilal used to go back to the office of the surveyor, cleanse the instruments which they carried at the spot of survey and passed the day without any substantial work. So, there could be no appreciable strain in the nature of work during the period from 1961 till to-day. The work, in my

view, is very light, work compared to other manual workers, such as loaders, cutters of coal and mazdoors or various other descriptions. What was the nature of their work? They carried the instruments with the survey team. They followed the directions of the surveyor. They had to do some manual work by flushing pegs, drawing the chain, placing the dial, measuring with tape pags, hanging lamp marking points, all as directed by the surveyor. They had no independent authority or training or skill to do any of the technical work of survey. They had no technical knowledge required of a Chainman who, according to Coal Wage Board recommendations, is a technician in colliery survey department. They did not assist, when Mazumdar award was in force, the surveyor in the performance of his duties. That work was attended to and done by a skilled manual worker, surveyor as he then was, since they were Survey Mazdoor unskilled manual workers—having no training, no literacy to understand any of the techniques of the science of survey work so that they could assist the surveyor in the performance of his duties which are highly of technical nature, based on accurate science of survey. The Chainman was required to assist a surveyor, a skilled manual worker, under Mazumdar award, and now a technician under Coal Wage Board recommendations. One can assist another when one is so equipped like the one whom he will assist, that such assistance would be of such an extent as to relieve the person assisted of the strain and responsibility of doing or performing his duties to certain appreciable extent. A judge is to write his own judgement with his own hand. He may or may not know stenography and type writing. A stenographer of a judge does not know the law nor has he got any power to write a judgment. The judge dictates the judgment and the stenographer records the dictated judgment, prepares the typed scripts, finds out relevant papers for the judge to consult, marks out relevant pages of cases from law reports and other law books. With his assistance the judge himself prepares the finished judgment. The judge's manual work of writing the judgment, finding out the papers, marking the pages of the Law reports and law books are assisted greatly by the Stenographer to an appreciable extent, relieving the judge from much of his strain in the preparation of his judgment. This assistance the stenographer can give because he is either a graduate or law graduate, has got mastery over English, has the training in stenography and typewriting and the training of a Personal Assistant who can render such assistance to the judge as to minimise the strain of his work even to a certain extent his responsibility. Typographical errors, constructional errors, errors in referring page numbers of the books are checked by the Stenographer before finalising the typed script. This he can do only because he is trained upto certain extent to assist the judge in the work of preparation of his judgment. This stenographer's assistance to a judge is illustrative of the quality of assistance that a person, though not equally skilled like a skilled worker or a technician as a Judge is, can, by his training and equipments, assist a skilled worker like a judge in the discharge of his duties. So, a stenographer of a judge, to illustrate, is always designated as the Personal Assistant of the judge shortly known as P.A. Now a Chainman as described in Mazumdar Award similarly is in the nature of a personal Assistant to a certain extent to a skilled technician like a surveyor. A Chainman under Coal Wage Board recommendations is now to be classed as technician in colliery survey department and to be a technician like a Chainman one must have equipments and training of a technician who knows the fundamentals of the technique of colliery survey. From 1966 there is an assistant surveyor in Nag's Kajora colliery who certainly assists the surveyor with his technical knowledge though unqualified. He was an apprentice in the survey department of the colliery before 1964 for one year to two years. So he must have had acquired sufficient knowledge in survey work to assist in the manner and to the extent, I have illustrated, the surveyor in the discharge of his duties as a skilled technician in survey work. If as Chainman Satis and Chunilal, performed their duties but not

as survey mazdoors or survey boys, there could be no necessity for the colliery to engage survey apprentices in 1963 or 1964 and an assistant surveyor since 1966.

10. I have analysed the evidence of Satis, Chunilal and Banerjee, the three witnesses for the workmen. Banerjee, a short liner, now a sirdar, has no direct knowledge as to what is the nature of work done by Satis and Chunilal. Because Satis and Chunilal draw the chain, flush the pegs, hung the Davis lamps from the roof points, mark the roof surface with maboo pole tied at the end with lime dusted strings, place the dial at different points—all under the directions and guidance of the surveyor, and read the distance on the chain line and measuring tapes which are verified by the surveyor, they claim that they are to be designated as Chainman ever since they joined in the colliery. It is true that carrying survey instruments from the office to the site of survey by survey mazdoors which would otherwise have been carried by the surveyor amounts to rendering some manual assistance to the surveyor in the discharge of some manual part of his survey work but such assistance cannot be construed as assistance to the surveyor in all aspects in the discharge of his duties as a surveyor in the performance of the technical work of survey. When the surveyor directs Satis and Chunilal to peg the surface, he points out the distances to the survey mazdoors or survey boy/centre boys. In relation to other such manual work, performed by Satis and Chunilal, they are also to be guided by the directions given by the surveyor in the very presence of the surveyor. They cannot, independent of the surveyor, do anything in actual performance of the duties of a surveyor as assistants to surveyor at the spot of survey, so that they may be said to be assisting the surveyor in the actual performance of his duties of survey at a particular survey. They are both illiterate, untrained and cannot do any technical work of survey not even any manual work independently of the guidance and the directions of the surveyor. Satis said that if the surveyor was on leave or otherwise absent, he had to work out the faces of the seam so that the loaders might not sit idle. He confessed that he did the work without any scientific basis and his work as approximate, and that he had no such training or knowledge that he could scientifically with precession without the guidance and directions of the surveyor work out the faces of the seam so as to be accurate and scientific according to the rules of survey. So, Satis and Chunilal may be just like crass quacks, practising the science of medicine who can treat ordinary ailments following certain prescriptions but cannot say anything about the pharmacological reactions of the doses of medicine nor can diagnose diseases according to scientific methods of medical practice just as a graduate in medicine does. They were never a technician nor are so in the science of colliery survey.

11. Now, a point was raised before Conciliation officer and also before me that when Satis and Chunilal are absent either on leave or on sick leave, the services of one Jamini Mitra from East Baraboni colliery was requisitioned by Nag's Kajora colliery, to perform the duties of a Chainman in absence of Satis and Chunilal. The management denied such statement made by the union representative before the Conciliation officer and also in its statement in the objection petition. Satis in examination-in-chief stated as follows, "Jamini Mitra never worked as a Chainman in Nag's Kajora colliery. Mitra Babu used to work in East Baraboni colliery and that colliery and Nag's Kajora colliery are two separate collieries but under one Company. Myself and Chunilal performed the same duty". Satis never said on oath that Jamini's services were requisitioned by Nag's Kajora colliery during the absence on leave or sick leave from the colliery either of Satis or Chunilal or both of them to work in their place as a Chainman. Chunilal spoke nothing about Jamini Mitra's working in his place as Chainman in Nag's Kajora colliery. As regards the Assistant surveyor, Assim Banerjee, Satis

stated that he never accompanied the survey team to supervise the survey work whereas Jitendra N. Banerjee, WW3 stated in his examination-in-chief, "Assim Banerjee is Assistant surveyor in the colliery. Assistant surveyor accompanies surveyor to supervise the survey work". "I see the team while going to our place for work. I do not know what are the particulars of work to be done by persons designated as 'Chainman'". Although at another place in his examination-in-chief he said that both Chunilal and Satis work as Chainman of the Nag's Kajora colliery with the surveyor or the colliery since 1962, a statement which can hardly be believed. About Jamini Mitra's coming to Nag's Kajora colliery to work as Chainman in place of Satis and Chunilal on the requisition of his services by the Manager of Nag's colliery during the absence on leave of Satis and Chunilal or either of them, was not spoken of by Banerjee, WW3, who is working as a sirdar in the Nag's Kajora colliery since 1962. Now, before the Conciliation officer the union and the workmen gave it out that as they were working as Chainman in Nag's Kajora colliery during their absence on leave or on sick leave the Nag's Kajora colliery requisitioned the services of Jamini Mitra, a Chainman of East Baraboni colliery to work for the time being as Chainman in Nag's Kajora colliery during the absence on leave or sick leave either or both of the workmen concerned. But that statement was not at all true is evident from the evidence of Satis himself given in examination-in-chief. If Jamini ever worked as Chainman in place of Satis and Chunilal or of either of them in Nag's Kajora colliery, then Jitendra N. Banerjee, WW3 would have certainly said so. Moreover, Jamini Mitra, as Sri Azad submitted, was still alive. Summons could be taken for citing Jamini as a witness for the workmen. If Satis adduced evidence before me to the effect that Jamini worked in Nag's Kajora colliery in his place or in place of Chunilal as a Chainman and if Jamini would have been summoned as witness for Satis and Chunilal by them and he refused to obey the summons a presumption could be raised that Jamini fought shy of facing the court because the statement made by Satis about his working as a Chainman in place of Satis and Chunilal in Nag's Kajora colliery was not true. But Satis himself gave no evidence saying that in his place or in place of Chunilal during the absence on leave or on sick leave of either of them, Jamini ever worked as a Chainman in their place. Before the conciliation officer such a story was given currency on behalf of the workman only to show as if the workmen were Chainmen and in their place a regular Chainman of another colliery of the same management had to work to assist the surveyor but that story was not reproduced either by Satis or by Chunilal or by Jitendra before this Tribunal and no summons was taken for service on Jamini by the workmen. So, it may be presumed that if in the circumstances reviewed above, Jamini would have summoned and would have appeared in obedience to the summons before this Tribunal, he would have never supported any such story of his working at any time in place of Satis and Chunilal as a Chainman of Nag's Kajora colliery. On the other hand, the management's statement of case is that Jamini used to visit the colliery sometimes to help the surveyor with his technical knowledge but not to work as a Chainman during the absence on leave or on sick leave of either of Satis or Chunilal. Therefore, the round-about story of Satis and Chunilal being each a Chainman has no legs to stand upon in the way they and the union had indulged in such story before the Conciliation officer. The management has stated that so soon as the Wage Board recommendations were accepted on the 15th August, 1967, the workmen concerned have been placed in the category I(2) of the Wage Board recommendations, and that they have been receiving wages and allowances the terms of the Wage Board recommendations and that they have been categorised as a survey mazdoors although they should have been categorised as survey boys under category I(2) of the Coal Wage Board recommendations already discussed. I could not persuade myself on the evidence now before me to believe that Satis and Chunilal had been

working since 1961 and 1965 respectively in any of the categories of a Chainman respectively under Mazumdar award and have also been working as such in such category now as technicians in the survey department under the Coal Wage Board recommendations already discussed. The Coal Wage Board recommendations class the Chairman in the class of technicians in survey department or a colliery. On the evidence I find that they were rightly placed in category I(2) as survey mazdoor by the management with the daily wages as prescribed by Mazumdar award already discussed, when they had each entered into the services of the Nag's Kajora colliery as survey mazdoors. When Wage Board recommendations were implemented on 15th August, 1967, each of them has been placed in category I(2) of the Wage Board recommendations, and has been getting the wages at the rates prescribed by the Coal Wage Board recommendations but they should have been designated as survey boys or centre boys—sub-designation under designation Mazdoor.

12. So, I find that from before the date of implementation of the recommendations of the Coal Wage Board or as a matter of that from 1961 and 1965 respectively the nature of the duties of Satis and Chunilal as has been performed by each of them till to-day has been respectively that of a survey mazdoor under category I(2) of the Mazumdar award and the nature of their duties, the strain of their work and their responsibilities in the performance of the work had never been from 1961 and 1965 respectively that of a Chainman assisting the surveyor of the colliery in the discharge of his duties of survey. Under the recommendations of the Coal Wage Board the nature of their duty as performed permit them to be designated and categorised under head Mazdoor-subhead survey/centre boys under category I(2) of the Coal Wage Board recommendations. They cannot, having regard to the nature of their duty performed be, categorised in any three categories of a Chainman in the scale of wages as prescribed by Mazumdar award. They cannot be also classed as technicians in the survey department of the Nag's Kajora colliery as Chainman under Coal Wage Board Recommendations. So, in answering the point (i), I hold that from 1961—1965 when the Coal Wage Board recommendation was not in force Satis and Chunilal had each been working as a survey mazdoor Category I(2) of the Mazumdar award. They never worked as Chainman from the respective dates of their appointment in Nag's Kajora colliery as a Chainman either in category III or in category IV or in category V, job no. 202 of the Mazumdar award, till upto 14th August, 1967 when the Coal Wage Board recommendations came into force on and from 15th August, 1967. So, their nature of work remaining the same from the date of their respective appointment as a survey mazdoor but not as a Chainman under the Mazumdar award, they should have been and are now to be designated as under head Mazdoor, sub-head survey boys under Category I(2) of the Central Coal Wage Board recommendations. I, therefore, designate each of them as a survey mazdoor under Mazumdar award and Survey boys under Coal Wage Board Recommendations.

Point (ii):

#### DECISION

13. In view of my findings on the point No. (i), I hold that neither Satis nor Chunilal had been working from January 1961 and January 1965 respectively as a Chainman either in category III or category IV or category V, job numerical No. 202 of the Mazumdar award till upto 14th August, 1967, when Coal Wage Board recommendations came into force on 15th August, 1967. They had been, since their date of respective appointments till upto 14th August, 1967, working as survey mazdoors under Mazumdar award but not as Chainman either in Category III or Category IV or Category V (job description 202 of Mazumdar award). So they have been categorised in category I(2) as survey mazdoors though they ought to have been designated as survey boys by the management in view of the recommendations of the Coal Wage Board. Such error in designation is of no moment when they have

been each allowed to draw their wages at the rates prescribed for survey boys, category 1(2) of the Coal Wage Board recommendations by the management and they have been drawing their wages and all other allowance at the prescribed rate even uptill to-day. So, neither Satis nor Chunilal none of whom was a Chainman in any of the categories of Coal award before 15th August, 1967 but was each a survey mazdoor under category 1(2) of the Coal award had been rightly placed in category 1(2) of the Coal Wage Board recommendations and had not been rightly designated in the class of technicians—Chainman under the Coal Wage Boards recommendation. They should not have been designated as survey mazdoors, but as survey boys category 1(2) of the Coal Wage Board recommendations, and I designate each of them as such. They have been receiving the wages and other allowances since the date of their respective appointment as well as from 15th August, 1967 in category 1(2) of the Coal award and category 1(2) of the Coal Wage Board recommendations respectively even uptill to-day. Therefore, they cannot claim to be fixed in the scale of Chainman either in Category III, Category IV or Category V from the respective dates of their appointment in the Nag's Kajora colliery under Mazumdar award and in the scale of pay of technician-Chainman in the Wage Board recommendations. In that view of the matter, they are not entitled to receive any arrear of wages and allowances on the said score. I designate them as survey/centre boys and I confirm the scale of wages to which they have been put in category 1(2) of the Coal award as well as of the Coal Wage Board recommendations as already mentioned. Accordingly, they cannot have any claim for arrears of wages and other allowances as claimed. It is to be noted that the monthly raising of Nag's Kajora colliery is only 4000 tons per month. In the adjacent collieries, two already mentioned, the raising is 40,000 and 30,000 tons per month. It is undeniable that a colliery having a raising of 40,000 tons or 30,000 tons per month cannot do without a technician-Chainman in the survey team. A colliery having a monthly raising of 4000 tons is not a colliery which can be compared with a colliery or collieries having 40,000 or 30,000 tons monthly raising in any respect. A colliery having 40,000 or 30,000 tons raising per month can well afford having regards to its prospect of profits to create a post of a Chainman in the survey team and to pay him the scale of pay of a Chainman as prescribed by the Wage Board recommendations. A colliery having 4000 tons raising per month, if it does not create a post of a Chainman cannot be asked to create such a post and to pay the holder of the post the scale of pay of a Chainman as recommended by the Wage Board recommendations since such a thrust of financial responsibility by creating a post carrying higher rate of salary upon the management having only a raising of 4000 tons per month, would be unfair, unjust and unequitable. Capacity of the employer to pay wages at higher rate is one of the most important considerations when an unit of industry is required to pay wages at a comparatively higher rate to its worker. There is no evidence that Nag's Kajora colliery having a raising of 4000 tons per month can well afford to maintain two Chainmen in the salary scale of Rs. 165—4—205—5—230 as recommended by the Wage Board recommendations without any financial strain of any appreciable character upon the management of the colliery. Nag's Kajora colliery is not a developing colliery. Its development work has been stopped for the last 6 months. It is going on doing only depillaring work. The daily period of work of the survey team at the site of survey, according to Satis and Chunilal, is not more than 3 to 4 hours. Their nature of work, as I find, is not such that it could ever be called analogous to that of a Chainman assisting the surveyor of the colliery in the discharge of his duties of carrying out the survey work. On the other hand, the colliery maintained before 1966 survey apprentices. From 1966 the colliery has got an assistant surveyor who really helps, as per evidence of Jitendra N. Banerjee the surveyor in his survey work. So, considering all these aspects the two posts of Chainman carrying the wage scale as

recommended by the Wage Board recommendations cannot, in my view, be directed to be created in Nag's Kajora colliery, in the absence of any evidence to the effect that two posts of Chainmen, if directed to be created in the colliery and the two workmen disputants are given that scale of pay designated as Chainmen, there would be no appreciable financial burden on the colliery and would not tell upon the capacity of the colliery, to pay wages in such scale to two workmen, having its monthly raising of only 4000 tons. I do not think it just, fair and equitable to direct creation of two such posts of Chainmen and introduction of the scale of pay of a Chainman as recommended by the Coal Wage Board recommendations in the Nag's Kajora colliery and fitting of the two workmen disputants in such scale as claimed by them. From this aspect also I do not think that there could be any genuine grievance in the workmen and in the Union sponsoring the dispute of the workmen that the management has wrongfully and with oblique motive deprived the workmen from enjoying the scale of pay in the class of a Chainman both under Mazumdar award and under the Coal Wage Board recommendations. I accordingly, answer the points (i) and (ii) against the contentions of the disputant workmen. I hold that they are to be designated as survey boys category 1(2) of the Coal Wage Board recommendations as they were categorised as in category 1(2) working as survey mazdoors under Mazumdar award. I hold that under the Wage Board recommendations the workmen disputants have been rightly placed in the category 1(2) of the recommendations and that they have been correctly paid their wages and allowances in terms of such recommendation upto-date. Accordingly, they cannot claim that they are Chainmen and should be designated as such and should be put to the scale of pay of Chainmen as per recommendations of the Wage Board and should be given arrears of allowances and other benefits as claimed by them on the score of their fixation on and from 15th August 1967 in the scale of pay of a Chainman as recommended by the Coal Wage Board recommendations.

14. In the result, I hold that the management of Nag's Kajora colliery, P.O. Ukhra, District Burdwan, was justified in designating Sri Satis Bouri as survey mazdoor but was not justified in designating Chunilal Dome as general mazdoor. Under the Coal Award or Mazumdar award from the date of their respective appointments since January, 1961 and 1965 Satis and Chunilal should have been both designated as survey mazdoor-category 1(2) of the Coal award, and they should have been redesignated since 15th August, 1967 as survey boys, in category 1(2) of the Wage Board recommendations. I hold that the management of Nag's Kajora colliery were justified in putting Satis Bouri in category 1(2) as well as Chunilal Dome in category 1(2) of Mazumdar award in 1961 and 1965 respectively and in paying them wages and other allowances commensurate with that category as prescribed by Mazumdar award working as survey mazdoors. I further hold that since the implementation of the recommendations of the Coal Wage Board each of them should have been designated as survey boys, category 1(2) of Coal Wage Board recommendations which corresponds to category 1(2) of Mazumdar award where the designation was survey mazdoor. They have received wages and allowance in full as Survey boys since 15th August, 1967 till date and have no arrear on those account unpaid by the management. They are entitled to this relief that each of them before 15th August 1967 should be designated as survey mazdoor in category 1(2) of the Coal Award. I designate them accordingly since 1961 and 1965 respectively. Since 15th August, 1967, the further relief I accord to them is that I designate each of them as Survey boys category 1(2) of Coal Wage Board recommendations. They are not entitled to any other relief as I have already held in answering the point No. (ii) in this decision.

This is my award. There will be no order as to costs.

Dated, Sd/- S. N. BAGCHI.  
February 23, 1972. Presiding Officer.  
[No. 6/84/70-LRII.]

New Delhi, the 16th March 1972

**S.O. 906.** In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Central Government Industrial Tribunal, Calcutta in the industrial dispute between the employers in relation to the management of Sripur Seam Incline Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan and their workmen which was received by the Central Government on the 14th March, 1972.

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA

REFERENCE NO. 44 OF 1971

#### PARTIES:

Employers in relation to the Deputy Chief Mining Engineer, Sripur Group of Collieries, P.O. Kalipahari, Dist., Burdwans,

AND

Their workmen.

#### PRESENT:

Sri S. N. Bagchi.—Presiding Officer.

#### APPEARANCES:

On behalf of Employers.—Sri B. Chatterjee.—Personnel Officer.

On behalf of Workmen.—Sri Sunil Mazumdar, General Secretary, Ningha Colliery Mazdoor Union.

STATE: West Bengal.

INDUSTRY: Coal Mines.

#### AWARD

The Government of India, in the Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), in exercise of their powers under Section 10(1)(d) of the Industrial Disputes Act, referred the following dispute for adjudication to this Tribunal under Section 7A of the Act, vide Order No. L/1912/1/71-LRII, dated March 4, 1971:

"Whether the management of Sripur Seam Incline Colliery of Messrs Lodna Colliery Company (1920) Limited, Post Office Kalipahari, District Burdwan was justified in stopping from work Shri Ramawatar Goawala, Loader, Sripur Seam Incline Colliery from the 27th August, 1970? If not, to what relief the workman is entitled?"

2. In the dispute, referred to for adjudication in relation to the workman Ramawatar Goawala, sponsored by the Ningha Colliery Mazdoor Union represented in the proceedings by the General Secretary of such union, a statement of case has been filed on 6th May, 1971, for the workman alleging *inter-alia* as follows:

3. Since 1st June, 1963, Sri Ramawatar Goawala, disputant workman, had been working as M. C. loader under the management of Sripur Seam Incline colliery of Messrs Lodna Colliery Company (1920) Limited, the Opposite party, hereinafter called the management. The management on and from 27th August, 1970, without assigning any reason stopped Ramawatar Goawala from joining in his duties Ramawatar was granted authorised leave from 7th February, 1970, to 7th March,

1970, but due to his illness he could not join in his duties on the expiry of leave. He presented himself for joining in his duties on 8th May, 1970, with a proper medical certificate of a qualified medical practitioner. The Colliery manager on 8th May, 1970, issued a letter to the workman informing him that he had lost his lien to his post. In order to victimise the workman, who after his appointment became an active worker of the union which represents the majority of the workmen of the colliery, the workman disputant Ramawatar Goawala was charge sheeted on the self-same ground on which the Colliery Manager had issued the letter dated 8th May, 1970. On the basis of the chargesheet dated 14th May, 1970, which was illegal and *ultravires* the jurisdiction of the issuing authority an illegal enquiry was held by one Mr. T. Chatterjee, Assistant Personnel Officer of the colliery and the workman Ramawatar Goawala was ultimately dismissed from his service by the order of the Deputy Chief Personnel Officer passed on 22nd May, 1970. The Enquiry officer was biased and the action of the Deputy Chief Personnel Officer was unauthorised. The punishment of dismissal inflicted was wholly illegal, unjustified and improper and the punishment itself shows that it was for the purpose of victimisation. The management, however, waived its right, if any, against the workman and the matter was taken up by the Assistant Labour Commissioner (Central) for conciliation. An agreement was reached during the conciliation proceedings and the order of dismissal was withdrawn. The workman Ramawatar Goawala was allowed to join in his duties with effect from 21st August, 1970. He worked upto 27th August, 1970, and thereafter he was stopped from further working by the Manager illegally. By a letter dated 22nd September, 1970, the Union representing the workman Ramawatar Goawala demanded redress of the grievance of the workman but it had no effect. The workman should be reinstated with retrospective effect, should be treated as a continuous worker without break in service and should get the back wages with retrospective effect since 27th August, 1970. The cost of the present proceedings should be awarded to the Union.

4. The management in its statement of case filed on 16th April, 1970, challenged the legality of the reference of the dispute by the Central Government to this Tribunal on the ground that Ningha Colliery Mazdoor Union was not the union in the colliery which represented the majority of the workmen and that the workmen or the Ningha Colliery Mazdoor Union did not make any demand regarding the dismissal of the workman concerned to the Manager but raised the dispute directly to the Assistant Labour Commissioner (Central), Asansol. Ramawatar Goawala, the workman, employed as a loader in Sripur Incline Colliery of the management, was granted leave from 7th February, 1970, to 7th March, 1970, for one month. On the expiry of his leave the workman neither joined in his duties nor informed the company as to the reasons why he was absenting himself unauthorisedly. Through mistake the company informed Ramawatar Goawala by its letter dated 8th April, 1970, that he had lost his lien to his post. So soon as the company realised that the order dated 8th May, 1970, of the company was not applicable to the workman concerned, the company immediately chargesheeted Ramawatar on 14th May, 1970, to which Ramawatar gave his explanation on 15th May, 1970. The company found the explanation of Ramawatar unsatisfactory as given on the chargesheet, on 15th May, 1970. So, by a letter dated 16th May, 1970, the company informed Ramawatar that a disciplinary enquiry would be held against him on 18th May, 1970, at 3 p.m. and directed him to attend the same with his witnesses. The enquiry was held on 18th May, 1970, when Ramawatar was present and admitted his guilt. The findings of the enquiry officer were accepted and approved by the Chief Mining Engineer and accordingly Ramawatar was dismissed by the Company's letter dated 22nd May, 1970. The action of



the company in dismissing Ramawater was just, legal and proper and that the workman Ramawater Goawala is not entitled to any relief.

5. As the representation of the management by its learned authorised advocate in the proceeding was objected to by the General Secretary of the Union representing the workman, the learned Advocate withdrew submitting that the Personnel Officer of the management who was conversant with all the facts and circumstances of the case might be allowed to represent the management and that a letter of authority to that effect would be furnished if the Tribunal so directs. The learned Advocate was direct to present a letter of authority to that effect by the management and the Personnel Officer was permitted to represent the management in the proceedings. The General Secretary of the Union representing the workmen did not object to this arrangement as ordered by the Tribunal. The Personnel officer submitted that Rule 11 of the certified Standing orders was found wrongly applied to the workman regarding automatic termination of his lien to the post. The Company, thereafter, charge-sheeted the workman. A domestic enquiry on the charges was duly held. The workman admitted his guilt as in the chargesheet and prayed for reinstatement in his post but the authorities on the basis of the enquiry report ultimately ordered his dismissal. On a compassionate ground he was given a week's badli work and as there was no other available work on and from 27th August, 1970, the company could not offer him any further badli work.

6. For the workman, the General Secretary of the Union, Sri Mazumdar submitted, (i) that the workman would not claim any back pay or wages till upto 27th August, 1970; the dismissal order by an agreement before the Conciliation Officer was withdrawn by the management and the management reinstated the workman to his post upon withdrawal of the order of dismissal and the workman worked till upto 26th August, 1970. From 27th August, 1970, without assigning any reason the workman was not allowed by the management to work in the mine. The workman, therefore, wants reinstatement to his job with effect from 27th August, 1970, and arrear of back pay, etc., only from 27th August, 1970. The points arising on the reference upon the written statement of the respective cases of the parties and the oral submissions of the representatives of the parties are as follows: (a) Was the letter of automatic termination of service of the workman upon loss of lien to his post legal and in accordance with the Certified Standing orders of the management? If not, was the workman in service from 8th March, 1970, till the week ending 29th August, 1970? (b) Was the domestic enquiry against the workman constituted, held and determined upon due compliance with the rules of natural justice and fair play leading to the order of his dismissal passed against the workman by the management of the colliery? If not, is it a case of victimisation or unfair labour practice? If so, is the workman entitled to be reinstated to his post with back wages and allowances from the date of expiry of his leave on and from 8th March, 1970? (c) What other relief or reliefs would the workman be entitled to on the proved totality of the circumstances relating to the dispute referred for adjudication?

### Decision

#### Point (a):

7. Ext. WW1, is the Identity-cum-bonus card of the workman Ramawater Goawala, a Hindu loader, Married and joined in the service of the colliery as loader on 1st June, 1963. He was born in 1933 and placed in category I. His father is B. Bhagwan Goawala He hails from Ramankapur, Police Station Phulpur, District Allahabad, U.P. The Bonus card is a statutory document maintained under paragraph 11(3) of the Coal Mines Bonus Scheme, 1938 as modified upto 1967 framed by the Central Government in exercise of the powers conferred by Section 6 of the Coal Mines Provident Fund and Bonus Schemes Act, 1948. Ext. WW1 is the replica of the prescribed form 11 made under Paragraph 11 (3) of the Scheme. Paragraph 11(3) amongst other things says, that the employer shall issue to each employee a bonus card in Form 11 containing all the details set forth in the form and the entries therein are to be made by the employer's clerk. Every employee shall present the bonus card to the employer within 7 days after the end of the quarter to which the card relates and the employer shall arrange to give him a proper receipt therefor. The particulars of total attendance put in for each employee, the total allowance for leave due to him under paragraph 6, the total basic earnings and the amount of bonus payable to him under the scheme shall be posted by the clerk of the employer on the obverse of the bonus card and the card shall be handed over to the employer not less than 4 hours before the payment of bonus for the quarter to which the particulars relate. Together with the bonus card, sub-clause (4) of clause 3 of paragraph 11, says that specific register required to be maintained under sub-paragraph 3(1) and (2), relating to the relevant entries in the bonus card are to be preserved for 12 months after the date of the last entries made therein. So, the document, identity-cum-bonus card: is a statutory document and entries therein made by the employer's clerk shall be taken to be evidence of the genuineness of the entries made in such card unless the management proves to the contrary. There is no evidence that any of the entries in the identity-cum-bonus card as maintained under the statutory scheme is not genuine entry and has not been made by the employer's clerk duly authorised in that behalf. The workman was on sick leave from 5th January, 1970, and returned to duty on 20th January, 1970 i.e., for 15 days, but the remark column WW1 shows that he was on leave for 13 days. (It should be 15 days instead as shown in the remark column). He was again on leave from 22nd February, 1970, and returned to duty on 7th February, 1970, but the remark column shows that he was on leave for 2 days instead of 5 days. He was on leave from 7th February, 1970 to 7th March, 1970, but returned to duty on 8th May, 1970, remark column shows 2 months leave. The 4th page of Ext. WW1 shows that the workman worked in the quarter ending March in the weeks ending on 10th January, 1970, 24th January, 1970, 31st January 1970, but the week ending on 7th February, 1970, entries upto the week ending on 15th August, 1970, are blank, meaning that the workman did not work during such period. The reappears entries in page 8 of Ext. W.W.1. the quarter ending September, 1970, showing that the workman worked in the week ending on 22nd August, 1970, for 3 days and 3 days in the week ending on 29th August, 1970, and got wages, etc., for the period worked. The following entries in page 8, Ext. WW1, are found:

WE	Shifts worked	Allo-for leave	No. of Tubes	Basic wages	Net wages,	Int. of Pay clerk
***						
22/8/70	3	—	6	11.25	27.09	Illegible
29/8/70	3	—	3 1/2	11.81	17.88	"
***						

The entries would show that the workman worked 3 days in the week ending 22nd August, 1970, also 3 days in the week ending on 29th August, 1970 and drew his basic wages and net wages as entered in the relevant columns of the Ext. WW1. These facts are to be borne in mind in deciding the entire complexion and character of the dispute under reference for adjudication. He was away on leave from 2nd February, 1970 to 6th February, 1970 and returned to duty on 7th February, 1970 and immediately went on leave from 7th February, 1970 and was granted leave upto 7th March, 1970 duly sanctioned by the management. So, he was on leave continuously from 2nd February, 1970 to 7th March, 1970. He over-stayed for 2 months on the expiry of his sanctioned leave on 7th March, 1970 and returned to duty on 8th May, 1970. So, soon as he reported to his duties, the Manager issued a letter on 8th May, 1970 to the workman in exercise of his powers under clause 11 of the Certified Standing Orders, certified on 8th April, 1950. (The Management's Ex. H. clause 11 thereof) but overlooking that that clause does not apply to a miner or a loader. Clause 11 of the certified Standing Orders 1950 reads as follows:

"11. Any direct employee of the Company other than a miner or loader who desires to obtain leave of absence shall apply in writing to the head of his Department of the Manager of the Colliery. Employee who due to illiteracy do not apply in writing must apply verbally. If the employee remains absent beyond the period of leave originally granted or subsequently extended he shall lose his lien on his appointment unless:—

- (i) he returns within 8 days of the expiry of the leave, and
- (ii) gives an explanation to the satisfaction of the Manager of his inability to return before the expiry or leave. In case the employee loses his lien on the appointment he shall be entitled to be kept on the "Badli" list.

If leave is refused or postponed the fact of such refusal or postponement and the reasons thereof shall be recorded in writing in a Leave Register to be maintained for this purpose and if the employee so desires, a copy of such entry in the Register shall be supplied to him."

As the identity-cum-bonus card, Ex. WW1, shows that from week ending on 9th May, 1970 till the week ending on 15th August, 1970 the workman was not allowed to work as a loader. He was allowed to work by the management for 3 days in the week ending on 22nd August, 1970 and for three days in the week ending on 29th August, 1970 as a loader for which he drew basic and net wages as entered therein. Now, for automatic termination of service upon the loss of his lien to the post, no domestic enquiry for any disciplinary action as under clause 12 of the Standing orders is necessary. When the workman returned for presenting himself for performing his duty on 8th May, 1970 a disciplinary action might have been, then and there initiated against him in view of clause 12 read with clause 27(16) of the Standing orders which read as follows:

- "12. Notwithstanding anything mentioned above, any employee who overstays his sanctioned leave or remains absent without properly approved leave will render himself liable for disciplinary action
27. An employee may be suspended and or dismissed without notice or any compensation in lieu of notice if he is found to be guilty of misconduct, provided that suspension without pay, whether as a punishment or pending an enquiry, shall not exceed ten days. The following shall denote misconducts:

- (16) Continuous absence without permission and without satisfactory cause for more than 10 days.

Now, during the period from 8th May, 1970 to the week ending on 15th August, 1970, the workman was neither

suspended pending enquiry by the management nor was allowed to join in his duties as a loader in the colliery. Clause 27 of the Standing orders authorises the management to suspend an employee without pay pending an enquiry which, however, shall not exceed 10 days. But no suspension order was passed for any period by the management against the workman. On 14th May, 1970, (i.e. 6 days after 8th May, 1970, when a letter relating to the termination of the lien to the post was issued by the Manager), a chargesheet signed by the Deputy Chief Personnel Officer was also served on the workman inviting his reply to the show cause notice for the offence that he was granted leave from 7th February, 1970 to 7th March, 1970 and he absented himself from his duties since 8th March, 1970 without properly approved leave, thereby violating Sec. (?) 12 (clause 12) of the Standing orders of the Coal Mining Industry. The chargesheet is Ex.A. on the chargesheet document there is the reply column on the right hand side. The workman took the chargesheet to the union and had his explanation written by some official of the union in Hindi upon which he gave his thumb impression, Ext.A 1 dated 15th May, 1970. The Hindi explanation was proved by witness no. 2 for the workman, Ganga Prasad Pasi, a Hindi knowing gentleman which read it as follows:

"Mahasaya,

Tarik 7th February, 1970 se lagatar Bilmar rehene ki karan mai 8th March, 1970 se apna kam nah kar saka. Ab mai kam karne layak hun. Ata aap se anurodh hai ki chargesheet utha kar mujhe kam par join karne ki anumati de."

(Transliteration in roman script).

The workman admitted that he was absent without leave for the period mentioned in the chargesheet and he prayed for the withdrawal of the chargesheet on reinstatement to his own post. The management was not satisfied with the explanation of the workman. So, a notice signed by the Deputy Chief Personnel Officer dated 16th May, 1970 was issued to the workman for holding the enquiry and directed him to attend the Labour office Sripur on 18th May, 1970 at 3.30 P.M. He was also directed to appear before Sri T. Chatterjee, enquiry officer who would conduct the enquiry and to bring his witness for examination. The enquiry was held by Sri T. Chatterjee, witness No. 1 for the employer. He recorded in English the Hindi statements of the workman who examined only himself. He examined only himself. He examined no other witness and proved no document. The statements were recorded in English in questions and answer form. His statements would show that after reaching home he became seriously ill for which he could not come back to his post in time. As he did not obtain any medical officer who treated him during his illness at his native village, he pleaded inability to bring any such a certificate. He could not send any information to the authority of the mine relating to his illness and his inability to resume duty on the joining date i.e. on 8th March, 1970, as he was completely bed-ridden with his illness, and as such he could not send any information. He was asked by the M.W.I why he did not come away to the colliery for treatment in the colliery hospital. He stated that he was treated for two months in the colliery hospital but he found no improvement. So he could not come away to the colliery for treatment from his native village, where he was being treated by the Medical officer of the local Govt. hospital. It was asked to him by M.W.I whether he committed a serious offence by absenting himself from duty on and from 8th March, 1970, and he said that he did so, and asked for to be executed. He was asked by M.W.I if he could produce any document showing that he was treated in the hospital of the colliery. He said he could not. After recording the statements, the enquiry officer M.W.I Mr. Chatterjee made a report. vide Ex.E. He found that the charge of absenting himself from duty unauthorisedly without leave for a period of two months as admitted by the workman in his evidence was thus established. There was no proof of his illness during the said period of absence or of his illness while in the colliery. On the report of the enquiry officer on the chargesheet there was the final report by the Deputy



Chief Personnel Officer, Ex.F. He accepted the enquiry report and found that a drastic measure was called for and recommended dismissal of the workman from service. He signed the recommendation on 22nd May, 1970 which was approved by somebody without date and with some meroglyphics as his signature. Witness No. M.W.1, Enquiring Officer, for the management, said that the endorsement of approval on the recommendation was subscribed by the Chief Mining Engineer P. K. Ghose whose signature the witness knew. But I can't decipher the signature. On 22nd May, 1970 the Deputy Chief Personnel Officer, vide Ex.WW4, served the order of dismissal on the workman passed under Sec.28(?) of the Standing orders as approved by the Chief Mining Engineer, (Vide Ex.D-thumo impression of the receipt of the order by the workman on Ex.WW4). So, on 22nd May, 1970 the management dismissed the workman Ramawatar Goawala, the diputant a she had absented himself without leave or without permission on the expiry of his approved leave for a period of two months. During the period from 8th May, 1970 to 22nd May, 1970 the workman was not suspended. He was arbitrarily debarred by the Manager of the colliery to resume his duties on 8th May, 1970 since the letter dated 8th May, 1970 addressed to the workman by the Manager was wholly illegal and arbitrary. Now, the question will be whether the domestic enquiry was a bonafide enquiry in which the principles of natural justice had been duly complied with. During the period from 8th May, 1970 to 22nd May, 1970 *what was the position of the workman* if not, did his service terminated on the loss of lien to his post under clause II of Standing order? Was he on leave, or was he on suspension? He was neither on leave nor on suspension, nor his service terminate automatically under clause II of the Standing orders. By sheer arbitrariness the Manager debarred him from resuming his duties on 8th May, 1970. On 8th May, 1970 the Manager or the authority competent to do so, could have suspended the workman without pay for 10 days and should have initiated a domestic enquiry for disciplinary action forthwith on a charge under clause 27(16) read with clause 12 of the Standing orders. The period of suspension during enquiry as clause 27 enjoins shall not exceed 10 days. The workman was virtually under suspension for more than 10 days from 8th May, 1970 to 22nd May, 1970 although the disciplinary enquiry had commenced on and from 14th May, 1970. During the period from 8th May, 1970 to 18th May, 1970 and from 18th May, 1970 to 22nd May, 1970 there was no order of suspension passed by the management against the workman. But the management by sheer force stood against the workman's joining in his duties which the Standing orders would not permit. If the management contemplated the disciplinary proceedings against the workman, it should have on 8th May, 1970, initiated such disciplinary proceedings with an order of suspension which would have continued only for 10 days from 8th May, 1970. But that was not done. This background of the situation speaks much as against the propriety, legality and the bonafides of the departmental proceedings. The Deputy Chief Personnel Officer, the Enquiry Officer and the Manager, and approving authority, had they acquaint themselves of the predicament to which the workman had been put to by the manager of the colliery and by the disciplinary authorities during the period from 8th May, 1970, to 22nd May, 1970 should they have held the departmental enquiry, recommended dismissal and approved the dismissal respectively? The Certified Standing orders, in between the employer and the employee only have statutory binding force, though not of such statutory force as would bind others, and govern the terms and conditions of employees in the colliery. In case, clause 11 of the Standing orders could be lawfully invoked against the workman there would have been no occasion for the disciplinary enquiry and action. The manager found that he committed a mistake of fact & law, when he arbitrarily debarred the workman from joining in his duty on 8th May, 1970 upon invoking powers under clause 11 of the Standing orders. So from 8th May, 1970 to 14th May, 1970, the workman remained suspended, as if on the air. From 14th May, 1970 to 18th May, 1970 that means from the date of service of the chargesheet upto the date of enquiry the situation of the workman

did not change. From 18th May, 1970, i.e. from the date of the enquiry to 22nd May, 1970, the date of dismissal, the workman continued to remain even then as it suspended in the air. There was clear and blatant violation of clause 11 and clause 27(16) read with clause 12 of the Standing orders by the Manager and by all the other disciplinary authorities of the colliery respectively. Without suspending the workman in terms of clause 27 of the Standing orders pending domestic enquiry, the workman could not have been asked by any of the authorities of the management not to join in his duties, when I had no case made by the management of laying on of the workman during the period from 8th May, 1970 to 22nd May, 1970. Suspension, pending enquiry, and during enquiry operates as cessation of the relationship of master and servant, it authorised by the Standing orders. In the Standing order clause 27 there is the authority in the management to suspend for 10 days a workman against whom an enquiry for misconduct has been initiated and is pending. But is this case clause 11 and clause 27 had been studiously given a go-by by the Manager and the disciplinary authorities. But, I cannot think that the management can take shelter under the plea of ignorance of law. I believe that all those that are in charge of the management are educated men and are conversant with specific provisions of the colliery's Standing orders and labour relations Laws. It is true that while deposing before me the workman could not bring corroborative evidence in support of his statements relating to his illness resulting in his absence from duty during the period from 8th March, 1970 to 7th May, 1970 i.e. for two months after the expiry of his approved leave. He said that he was treated during his illness by a Government hospital medical officer and the sick ticket which he had received and had been kept by him in his house, had been eaten up by a mouse. If he was treated by a Government Medical Officer of his village hospital, as he said he could have called for the hospital record for being proved before this Tribunal in the manner prescribed by the rules under Central Industrial Disputes Rules, 1957, but he did not do so. So, he could not corroborate his statement about his illness for the period from 8th March, 1970 to 8th May, 1970 while he was overstayng on the expiry of his leave on 7th March, 1970 at his native village. Now, the enquiry report would show that the workman complained that he was suffering from ailments before he had gone on leave and that he got himself treated by the colliery hospital but without any result. The enquiry officer asked the workman to produce colliery hospital records. The workman said that he was not in a position to do so. This fact as well as the fact of workman's non-production of medical certificate of the medical officer who treated him during his illness, after he had gone on leave and was staying in his native village, influenced the enquiry officer to hold that the plea of illness of the worker could not be substantiated, and that the worker without any reason whatsoever absented himself from his duties after the expiry of his approved leave.

8. Now, I again refer to the identity-cum-bonus cared, Ex.WW1 I have already noted that this workman was on leave from 5th January, 1970 to 19th January, 1970 i.e. for 15 days. He returned to duty on 20th January, 1970. Again he fell ill and went on leave from 2nd February, 1970 and returned to duty on 7th February, 1970 i.e. for 5 days and he preceeded on leave, on and from 7th February, 1970 to 7th March, 1970, being, sick-leave, duly approved and granted by the management. During the month of January and February, 1970 the workman was ill for 20 days. The management on being satisfied about his illness granted him the sick leave. Whether during that period the workman was treated in the colliery hospital could be atonce be verified by the enquiry officer on a reference to the colliery hospital record. I think that before granting sick leave, the leave granting authority must have had consulted the medical officer of the colliery hospital and on being satisfied about the sickness of the workman granted sick leave not for a day or two but for two consecutive period totalling 20 days and thereafter for a month. (See Ex.WW1 page 2—leave-sick-leave columns). The workman told the enquiring officer that

under the treatment of the colliery hospital doctor he felt no appreciable improvement. Therefore, he went on leave for a month and a few days before the expiry of his leave, as he said before me, he was taken seriously ill and had to be treated by the medical officer of the Government hospital which is situated close to his house. He could not, however, produce any certificate of his illness from that medical officer nor did he call for the hospital record for being proved before me. But the enquiry officer could have called for the colliery hospital record and the leave record of the workman to determine what was the nature of his illness for which he was granted leave on two occasions by the management covering a total period of 20 days and thereafter for a month. Because the workman could not produce the medical certificate of the medical officer who treated him during his illness in his native village as well as the certificate of his illness in the colliery while being treated by the colliery hospital, the enquiry officer was of opinion that the workman was malingering illness. A workman, like the present disputant, who is thoroughly illiterate may not know the legal importance of the medical certificates and may not know that the hospital records should be called for in support of his statement of illness in case he could not produce the medical certificates. This ignorance of legal procedure in an illiterate workman, though, not technically excusable, may be condoned; but what is the situation of the management? The gentlemen in the top hierarchy of the management are literate persons holding high positions. They are presumed to know the details of the Standing orders and Labour Relation laws. They cannot plead ignorance of law. They cannot plead ignorance of the Standing orders. All records relating to the sickness of the workman and the leave granted by the authorities of the management and his treatment in the colliery hospital are readily available by the management and could be availed of by the enquiry officer himself. It is, therefore, clear from Ext.WW1 that this workman was keeping indifferent health while he was working in the colliery for which he was granted sick leave for a total period of 20 days on two occasions and he was treated by the colliery hospital without any improvement. I do not know what was the nature of his illness. He explained to me by gestures and posture while describing his illness indicating some pain all over his body. But the nature of his illness could have been easily ascertained by the enquiry officer. He could have examined the management's hospital records and the sick leave file of the workman. The management could have produced the sick leave records and the colliery hospital records relating to the workman to show that although the workman was granted leave on two occasions for a period of 20 days he was not suffering from any serious disease and was then malingering illness. It is not known whether the workman who appeared before me and was observed by me to be of very lean and thin constitution was a victim of either Tuberculosis or Rheumatic fever or any such other serious ailment about which I cannot express any opinion. But the management granted him sick leave from 2nd February, 1970 to 7th March, 1970 and it is for the management to explain why of such action (See WW1 page 2). For the workman to lose his job when he has been working from 1963 January without any break by malingering illness is inconsistent with the common course of natural event and human conduct. The enquiry officer and the other authorities should spare themselves by looking into the colliery hospital records and the colliery sick leave file of the workman for determining why for a total period of 20 days he was allowed sick leave in the month of January and February, 1970, and for one month from 7th February, 1970 to 7th March, 1970. If those records in custody of the management were produced before this Tribunal it could have been ascertained with some reasonable probability, in spite of failure of the workman to produce medical certificate of his illness during his absence in his village whether the workman could be so ill as had prevented him from coming to the colliery before 8th May, 1970. But from that angle the management did not approach the problem, from the manager, enquiry officer right upto the approving authority who approved the dismissal of the workman concerned. So, during the period from

8th May, 1970 to 22nd May, 1970 the workman was to be considered in service since he was not suspended by any lawful order by the management and the letter of automatic termination of his service on the loss of his lien to the post was thoroughly illegal, violating clause 11 of the Standing orders. From 8th March, 1970 to 7th May, 1970, the management did not grant either extension of leave with or without pay to the workman. So, from 8th March, 1970 to the week ending on 29th August, 1970, the workman must be considered to have been in service under the colliery and I declare him to have been in service from 8th March, 1970 to the week ending on 29th August, 1970.

Point (b):

9. I have analysed in answering point No. (a) the background, the nature of constitution, progress and final determination of the domestic enquiry against the workman. When the workman was not suspended pending the domestic enquiry he was arbitrarily debarred, and that in violation of clause 11 of the Standing Orders by the manager from doing the work of a loader. The enquiring authority knowing that the management of the colliery must be maintaining the records of the worker to whom sick leave was granted by the management, instead of asking the worker to produce documents relating to his treatment in the colliery hospital, should have himself called for the colliery hospital records and the sick leave file of the workman concerned and to determine the nature of his illness for which he was granted sick leave on two occasions in the month of January and February 1970 covering a period of 20 days, although in Ext. WW1 the periods have been incorrectly written by the employer's authorised clerk, patient from the very face of the entries therein and again from 7th February, 1970 to 7th March, 1970. The failure of the workman to produce hospital records of the colliery should never have weighed with the Enquiry Officer in coming to his conclusion over the charge levelled against the workman. But when he himself raised that problem he quietly shifted the burden of proof of illness on the workman while in colliery by asking him to produce the hospital records when the very document Ext. WW1 shows that the management granted sick leave on two occasions as already mentioned and that must have been done on the recommendations of the medical officer of the colliery hospital which must be maintaining records of treatment of all workmen. There can be no doubt and dispute that for 2 months the workman stayed away without leave and without intimation to the authorities. Undoubtedly this is a very reprehensible conduct and is a misconduct within clause 27 sub-clause 16 of the Standing orders of the management. But his explanation is that he was so ill that he could not send any intimation to the management and that the medical certificate which he had taken had been destroyed by a mouse. His failure to produce the medical certificate of his illness at his native village and his failure to produce any corroborative evidence in support of his illness at his native place were found to be unsatisfactory by the enquiring officer. The Enquiring officer's report appears to be that the workman was malingering illness, and stayed away from his job for two months without intimation on false plea of his illness. Now, is it reasonable or probable for a workman, who till before early part of January 1970 did not take any leave but had to take leave within a short period of one month, covering a total period of 20 days and thereafter had to take leave for a month and had to go to his native place, unless the treatment of his illness at the colliery hospital did not respond beneficially to him? During the whole career of his service there has been no blamish in the service record of the workman. The workman is presumed to know that for overstaying for two months on the expiry of his sanctioned leave he was likely to earn dismissal from his service by malingering his illness and coming with a false story of his illness. It is true that the enquiring officer upon recording evidence of the workman came to conclusion that the workman admitted his

guilt of staying away from his job on expiry of his leave for two months and his explanation for his overstay was not accepted by the enquiring officer. In disbelieving his plea of illness after the expiry of the leave and his overstaying for two months on the ground of illness the enquiring officer had taken into consideration the failure of the workman to produce colliery hospital records in support of his story of illness while working in the colliery before proceeding on a month's leave. The two points (1) failure to produce medical certificate of illness at his native village, and (2) of the colliery hospital records of the workman's treatment for his illness at the colliery weighed with the enquiring officer vide his report, Ext. E, to find the workman's plea of illness at his native village untrustworthy. In such a situation it is difficult for a court as well as a Tribunal like this, while considering the problem judicially as to how far irrelevant and illegally introduced matter along with the relevant and legally introduced matter had influenced the enquiring officer in coming to his conclusion on the charge of misconduct against a workman. Just as a Court, a Tribunal like this, cannot dissect the report of the enquiry officer to segregate out of the conclusion in his report, matters which were legally introduced as relevant matters and which were illegally introduced as irrelevant matters. In such a situation not only the principles of law of evidence are violated but also the principles of natural justice. Law of evidence enshrines the natural justice principles. In a domestic enquiry law of evidence is not to be strictly followed but the principles of natural justice must be followed. So, the enquiring officer in a disciplinary domestic proceeding, while coming to a conclusion on the materials gathered during the proceeding on a charge of misconduct against a workman, he cannot rely in reaching to his conclusion partly on irrelevant matters illegally introduced and partly on relevant matters legally or illegally introduced. If he does so, he violates not only the principles of law of evidence but the principles of natural justice which he must follow in a disciplinary domestic proceeding. The sick leave file and the colliery hospital records are in the custody of the management but not of the workman and the enquiry officer, if he was to consider at all whether the workman was ill before he went on leave and whether he was treated by the colliery hospital it was his duty to call for the records which are in the management's custody before observing in his enquiry report that the workman failed to produce any evidence to substantiate his statement that he was ill while in the colliery and was treated by the colliery hospital, that he could not get any beneficial result. Such consideration by the enquiry officer jaundiced the entire report of enquiry thus violating the principles of natural justice. If you, the management has got papers in your custody from which you can determine whether the workman is telling the truth or not, it is not the duty of the workman to produce those documents which are in the custody of the management. It is for the management to look into its own documents and produce the same before the enquiring officer and to show that before proceeding on leave the workman took sick leave on false plea and was not treated in the colliery hospital. It is neither natural justice nor fair play where in a domestic disciplinary enquiry, the enquiry officer calls upon the offending workman to produce evidence from the records which are in the custody of the management itself. It is neither natural justice nor fair play when the management keeps a workman away from his job illegally under the provisions of a Standing order i.e. Standing order No. 11 in this case which does not and cannot apply to the workman. It is neither natural justice nor fair play when during the departmental enquiry the authorities of the management deprives the workman from doing his duties, when pending enquiry, he was neither suspended without pay or suspended with subsistence allowance. So, before the enquiry was initiated, as I have already observed, the workman was arbitrarily prevented from joining in his duty from 8th May, 1970 to 14th May, 1970, and he

was not suspended during the period from 8th May, 1970 to 22nd May, 1970. Fair play was given a go-by by the authorities of the management, so also natural justice in the constitution, holding and determination of the charge of alleged misconduct against the workman in the domestic enquiry held by the enquiring officer, MW1.

10. Now, the question is whether this dismissal is an unfair labour practice or victimisation. It is an well established principle of law that the totality of the circumstances are to be considered in adjudging the question whether there was victimisation on the part of the management *Modern Woodcraft, Dharamadnam, Pelli-chery vs. Modern Woodcraft Employees Union, 1969-1 LLJ, 208 at page 213 left hand column*. Within the phrase "unfair labour practice and victimisation" the following are the law: (1) discharge, dismissal or other punishment when those are unjust; (2) action taken prejudicial to a worker on some pretext other than the real reason; (3) arbitrary action; (4) perverse action and (5) termination of service malafide if the employer by his action trenches upon natural, contractual, statutory or legal right of the employee (See *ibid* Supra-page 211). On 8th May, 1970 the management had the power to suspend the workman and to initiate a domestic disciplinary enquiry keeping him under suspension for 10 days under clause 12 read with clause 27(16) of the Standing Orders. The workman had the right to claim that when a departmental enquiry against his alleged misconduct is initiated, proceeded with and determined, he should be dealt with by the management in strict obedience to clause 12 and 27(16) of the Standing orders. The Manager had no power under clause 11 of the Standing orders to issue a letter on 8th May, 1970 to the workman intimating him that he had lost then to his post automatically for he had absented himself from his duties for more than 8 days without any authority or without any approved leave. The workman's right is not to be victimised by the Manager on arbitrary exercise of his powers under clause 11 of the Standing orders. The enquiring officer's asking the workman to produce evidence from colliery hospital records in support of his illness was a perverse action which no reasonable man can support. The colliery hospital records are with the management. The identity-cum-bonus card, WW1, issue to the workman is supported by the entries in the relative registers to be maintained by the management under the paragraph 11 of the Coal Mines Provident Fund and Bonus Scheme. The failure of the workman to produce certificate of illness, and his treatment by the colliery hospital, while he was on sick leave but present in the colliery area, should not have been taken into consideration as one of the items of alleged malingering of illness by the workman thereby influencing the enquiry officer's decision as to the untruth of the plea of the workman, relating to his illness and treatment, while he was on leave, and after expiry of his leave at his native place, by the medical officer of his native village hospital. The actions of the manager: on 8th May, 1970 by issuing the letter mentioned above, and by keeping the workman away from the colliery without any order of suspension during the period from 8th May, 1970 to 22nd May, 1970 when the domestic enquiry had commenced only on 14th May, 1970 had been each, per se, arbitrary in violation of clause 11, clause 12, clause 26 of the Standing order governing the rights, duties and obligations pertaining to all the terms and conditions of services in between the management and the workman. Although in the statement of his case the union asserted that because the workman joined the union, the management bore a grudge against him and victimised the workman under the cover of domestic enquiry, it has, however, been observed by their Lordships of the Supreme Court in *Bhatnagar Coal Company vs. Ram Prakash Singh & Ors., 1963 1 LLJ, p. 291 at page 294*, as follows:

"But the fact that the relations between an employer and the union were not happy and

the workmen concerned were office-bearers or active workers of the union would by itself be no evidence to prove victimization, for if that were so, it would mean that the office-bearers and active workers of a union with which the employer is not on good terms would have a carte blanche to commit any misconduct and get away with it on the ground that relations between the employer and the union were not happy."

The unfair labour practice means as any of those actions which I have already enumerated, and the management in the present case, is in my view guilty of adopting unfair labour practices in the manner and to the extent I have just described in detail, leading me to an inference of victimisation of the workman.

11. Now, I am taking into consideration further materials to justify my conclusion as regards the nature of the domestic enquiry, its constitution and its final determination. During the hearing the union produced a document heading "Management's views are as follows" signed by somebody for the management dated 24th December 1970. When the dispute regarding the workman's stoppage of work from 27th August, 1970 and arisen and the matter was pending conciliation before the Conciliation officer, the management produced the said document before the Conciliation Officer and paragraph 2, thereof reads as follows (vide Ex. G):

"Later on an industrial dispute over alleged wrongful dismissal of Sri Ramawater Gowara, Loader of Sripur Seam Incline was raised by the General Secretary, Ningha Colliery Mazdoor Union and discussions in respect of the issues involved in the dispute were held on 28th July, 1970, 10th August, 1970 and finally on 17th August, 1970 when it was agreed by the union to treat the loss of lien as effective setting aside the chargesheet. Accordingly the workman was offered the job of a Badli Loader at the request of the Assistant Labour Commissioner (C), Asansol, who directed the workman in presence of the General Secretary of Ningha Colliery Mazdoor Union to see the Dy. Chief Personnel Officer at Sripur. The workman turned up on 19th August, 1970 when he was allowed to work as a Badli Loader. But the workman was not available for work since the said date inspite of his acceptance of the job of a Badli Loader in presence of the Assistant Labour Commissioner (Central), Asansol and the General Secretary of the Union."

The following expression are very material "finally on 17th August, 1970 when it was agreed by the union to treat the loss of lien as effective setting aside the chargesheet. Accordingly, the workman was offered the job of a badli loader at the request of the Assistant Labour Commissioner (Central), Asansol who directed the workman in presence of the General Secretary, Ningha Colliery Mazdoor Union to see the Deputy Chief Personnel Officer at Sripur. The workman turned up on 19th August, 1970 when he was allowed to work as badli worker. But the workman was not available for work since the said date inspite of his acceptance of the job of a badli loader in presence of the Assistant Labour Commissioner (Central), Asansol and the General Secretary of the Union". If the Union agreed that Rule 11 of the Standing order should be considered as applicable to the workman while agreeing thereby to treat the workman's loss of lien to the post as effective upon setting aside the chargesheet, that part of the agreement is wholly illegal. By no amount of consent the Standing order rules can be varied, otherwise than by the manner prescribed by the Standing Order Act, 1946. Clause 11 of the Standing order does not apply to the loader, i.e. the workman in question. So, the letter dated 8th May, 1970 cannot be considered by any behest of the union to be effective as against the workman. Now, next part of the statement is that as the union agreed on 17th August,

1970 to treat the loss of lien as effective setting aside the chargesheet, accordingly the workman was offered the job of badli loader at the request of the Assistant Labour Commissioner (Central), Asansol and the General Secretary of the Union. Neither the Assistant Labour Commissioner (Central) nor any authority can over-ride the law. If the chargesheet was set aside meaning thereby that the order of dismissal was set aside *suo moto* by the management, then the workman concerned would be considered as if he had been in service from 8th March, 1970 till date with all the benefits of wages and allowance he is entitled under the rules and law, to be paid by the management during the period. The management's views are those that are set forth in the document, Ex. G. and such document was produced by the Union and was accepted by the management during the hearing of the case. So, the management is bound by all that are in the document heading "Management's views are as follows", Ex. G, produced by the union representing the workman and accepted by the management. Clause 11(ii) of the Standing orders say: "gives an explanation to the satisfaction of the Manager of his inability to return before the expiry of leave. In case the employee loses his lien on the appointment he shall be entitled to be kept on the 'Badli list'". When clause 11 does not and cannot apply by any stretch of imagination to the workman concerned, the question of his being placed in the badli list would be irrelevant and against the very provision of clause 11 of the Standing Order. The Assistant Labour Commissioner, Central, the Union and the management cannot by their agreement create a new Standing Order, in place of the duly certified Standing order made under the Standing Order Act, 1946. Standing orders duly certified can only be amended or varied according to the procedure laid down by the Act itself and such variation and amendment of the Standing orders must be certified again by the Certifying Officer. So, the position is this that the man was taken back by the management to his post. Now, in Ex. G it is stated that on 19th August, 1970 when the workman was allowed to work as badli loader, he was not available for the work, since the date inspite of his acceptance of the job of badli loader in presence of the Assistant Labour Commissioner, Central, Asansol and the General Secretary of the Union. The third paragraph Ex. G reads: "when the workman was not available for work in course of two months from the date he was to join, the Manager by his letter dated 24th October, 1970 informed him that his name had been struck off the roll of Badli Register". It is needless to say that night-mare of badli list haunted the management and the union as well as the Assistant Labour Commissioner. As the clause 11 of the Standing order cannot by any agreement between the management and union be applicable to the workmen, the question of placing him in the "badli list" under clause 11 of the Standing order is fantastic. It is not the case of the management that on and from 8th May, 1970 the workman was laid off as understood within Section 2(kkk) of the Industrial Disputes Act. It is stated in Ex. G that on 19th August, 1970 the workman was allowed to work as badli loader but he was not available for work since the date inspite of his acceptance of the job of a badli loader. This statement is falsified by Ex. WW1 in view of the entries in the weeks ending on 22nd August, 1970 and on 29th August, 1970 when in each of the weeks for at least 3 days (i.e. total for 6 days) the workman had been employed by the management as a permanent employee in the post of a loader for which he drew his wages for the duties he had performed at least for 3 days in the week ending on 22nd August, 1970 and 3 days in the ending on 29th August, 1970 vide Ex. WW1. So, the only inference that can be made under the law, in view of the facts I have found is that due to the good sense prevailing upon the management, the management inspite of dismissal order passed against the employee, reinstated him to his post as a loader, allowed him to work, not as a badli worker, but as a permanent worker and in the very identity-cum-bonus card Ex. WW1, entries in the relevant column which are to be statutorily made, had been made by the management's clerk

duly authorised in this behalf for recording that as a loader the workman did work at least for 6 days, 3 days in the week ending on 22nd August, 1970 and 3 days in the week ending on 29th August, 1970. There can be no escape from the legal inference from the circumstances I have elaborately reviewed that in spite of the letter dated 8th May, 1970 and in spite of the disciplinary domestic enquiry against the workman leading to his dismissal on 22nd May, 1970, the management condoned everything and reinstated the workman to his original post. The statement in Ex. G that the workman could not be found in the colliery for doing his badli work on 19th August, 1970 and thereafter is demonstratively false in view of the entries in Ex. WW1 to which I have already made copious reference in this decision. I, therefore, hold that the letter dated 8th May, 1970 issued by the manager to the workman was arbitrary, capricious and against provisions of clause 11 of the Standing orders, and as such thoroughly illegal. The domestic disciplinary enquiry was illegally constituted and was proceeded with in utter violation of the principles of natural justice.

**Point (c):**

12. The facts and circumstances I have reviewed in answering the points (a) and (b) above lead me to find the following:

(i) From 8th March, 1970 to 8th May, 1970 the workman disputant could not turn up for performing his duties in the colliery as he was prevented from doing so from his illness. There is no material before me to find that he was entitled to any kind of leave for the period 8th March, 1970 to 8th May, 1970 or for any part of the period.

(ii) On 8th May, 1970 the workman reported to the Manager of the colliery for joining in his duties. He was arbitrarily and capriciously prevented by the manager from joining in his duties from 8th May, 1970 to 22nd May, 1970.

(iii) On 22nd May, 1970 the workman disputant was dismissed from service under a disciplinary enquiry initiated on 14th May, 1970, and conducted and determined on 22nd May, 1970 under circumstances which lead me to an inference of unfair labour practice and victimisation of the workman by the management.

(iv) From 22nd May, 1970 to 19th August, 1970 or 20th August, 1970 the workman was not allowed by the management to join in his duties.

(v) Either on 19th August, 1970 or 20th August, 1970 he was reinstated to his post as a loader and he was allowed to work as loader in the colliery for 3 days in the week ending on 22nd August, 1970, and for 3 days in the week ending on 29th August, 1970. Evidence on the exact dates of working is not clear.

(vi) The management condoned the alleged misconduct of the workman and suo moto set aside the dismissal order by reinstating him to his post as loader in the colliery either on 19th August, 1970 or on 20th August, 1970, although the management did not make any positive record by ordering such condonation of the workman's alleged misconduct upon setting of the order of dismissal. But the Ext. G Coupled with the entries in Ext. WW1 amply justifies a conclusion to which I have arrived at.

(vii) From 27th August, 1970, the management for no reason whatsoever arbitrarily prevented the workman from working in the post of a loader to which he was reinstated by the management after condoning his alleged misconduct and setting aside by implication the order of the workman's dismissal.

13. From facts and circumstances found by me in this decision, I hold as follows:

The order of the management dated 8th May, 1970 and 22nd May, 1970 are illegal, arbitrary, capricious and violative of natural principles and are set aside. The workman Ramawatar Gowala is reinstated to his post as a loader in the colliery with all his rights as an

employee in service restored on and from 8th March, 1970, retrospectively from the date of this award. For the period from 8th March, 1970 to 8th May, 1970, as he could not present himself at the colliery for performing his duties, he would get no wages and allowances for the said period.

For the period from 8th May, 1970 to 19th August, 1970, the workman was available at the colliery for performing his duties but was prevented from doing his duties arbitrarily, capriciously and illegally by the management. So he shall get his wages for the said period. The union that represented the workman's case (*vide* Ext. G), before the Conciliation officer slaughtered the workman as it did before the tribunal. Before the Conciliation officer, the union took the stand that clause 11 of Standing order should be applied to the workman and the order of dismissal should be withdrawn by the management. The management (*vide* Ex. G) accepted such position on the behest of the union. I have already dealt with this aspect of the case elaborately in this decision. Before the tribunal, the General Secretary of the Union, representing workman, stated at the opening of the workman's case that the workman should be reinstated to his post on and from 27th August, 1970 and that with back wages retrospectively from the date of the award to be effective from 27th August, 1970, labouring under the night mare of "Badli List" and effective application of clause 11 of the Standing orders to the situation, relating to the workman. The Ext. G and the statement of the General Secretary of the union before me justify in my conclusion that the management and the union had conspired as it were to slaughter the legal right of the workman. So I ignore the union's General Secretary's submissions at the opening of the case for the workman and proceed according to law.

14. The workman who was illegally prevented from doing his duties as a loader by the management from 27th August, 1970 on being reinstated to his post shall get his wages and allowances also from 27th August, 1970 retrospectively from the date of this award since he shall be considered to have been continuing in his post as loader in the colliery from 8th March, 1970 till the date of this award.

15. In the manner heretofore stated I decide the dispute under reference. There will be no order of cost.

16. Before I leave this matter, I may mention that the Opposite party management had taken a point in their written statement that the Union in question sponsoring the cause of the workman did not take up the matter of dismissal of the workman with the management before approaching the Assistant Labour Commissioner to intervene. But this point was not pressed before me by the Management at the time of hearing of the case. I therefore do not give my opinion in the matter.

This is my award.

(Sd.) S. N. BAGCHI,  
Presiding Officer.

Dated, February 28, 1972.

[No. L/19012/1/71-LR11.]

**S.O. 507.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Jabalpur, in the industrial dispute between the employers in relation to the management of Kotma Colliery of Associated Cement Company Limited, Post Office Kotma, District Shahdol (Madhya Pradesh) and their workmen, which was received by the Central Government on the 13th March, 1972.

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOR COURT, JABALPUR**

*Dated November 15, 1971*

**PRESENT:**

Shri M. Chandra, Presiding Officer.

CASE REF. NO. CGIT/LC(R) (8) OF 1971.

**PARTIES:**

Employers in relation to the management of Kotma Colliery of Associated Cement Company Limited, Post Office Kotma, District Shahdol (Madhya Pradesh) and their workmen.

**APPEARANCES:**

*For Employers*—S/Sri I. M. Nanawati, Advocate and M. S. Kapoor.

*For Workmen*—S/Sri Gulab Gupta and Madan Mohan Singh.

INDUSTRY: Coal Mine      DISTRICT: Shahdol (M.P.).

**AWARD**

By an order No. 1/67/70-LRII dated 22-3-1971, the Central Government referred for adjudication under Section 10 of the Industrial Disputes Act, the following dispute as mentioned in the schedule annexed to the order of references:—

*Dispute*

"Whether keeping in view the recommendations of the Central Wage Board for Coal Mining Industry, the scale of pay prescribed by the management of Kotma Colliery of Associated Cement Company Limited, Post Office Kotma, District Shahdol (Madhya Pradesh) for their monthly paid clerical staff need any revision? If so, to what relief are the workmen entitled and from what date?"

Briefly stated the workmen's case as disclosed in the written statement filed by Kotma Colliery Mazdoor Sangh on their behalf is this.

There are 40 clerks employed at the Kotma Colliery. The Mazumdar Award fixed the wage structure for the coal mining industry in the country as a whole dividing the clerical staff into three grades. The Appellate Labour Tribunal (hereinafter called in the L.A.T.) revised the scale and fixed them as follows:—

I. Grade I:—Rs. 63—4—83—5—115—8—158.

II. Grade II—Rs. 48—3—57—4—93.

III Grade III—Rs. 43—3—82

The L.A.T. award also provided a special grade in the scale of Rs. 115—10—180 for jobs, involving a high degree of trust and responsibility. The management felt that the monthly paid clerical staff of the company should be given still better scales of pay and notified on 29-12-1957 the scales of pay as under:—

I Grade A Clerk—Rs. 80—6—116—EB—8—180.

II. Grade B Clerk—Rs. 60—4—80—EB—5—125.

III. Grade C Clerk—Rs. 48—3—57—4—93 and

for the Assistant Accountant, Cashier and Store-Keeper Rs. 100—8—140—EB—10—240 and for the Accountant Rs. 140—10—240—EB—12—300. These pay scales were introduced with retrospective effect from 1-1-1957 and were substantially higher than the scales recommended by the L.A.T. They continued to be given to the staff since then. The Central Wage for the coal mining industry gave a new wage structure for the workmen employed in the coal industry for the country as a whole including the Kotma Colliery. Without changing the categorisation of the

workers in three categories they recommended new pay scales for the categories. In Chapter XVIII para 10 of the report the Wage Board said that their recommendations were the minimum below which no colliery management should be permitted to go and recommended further that all existing higher and better rates of wages, allowances and emoluments and other conditions of service should be protected. They also recommended that where the better conditions prevailed those managements would continue to give lead of higher level of wages and that such collieries would take this factor into account when revising the scales of such staff by suitable adjustments or by extending the incremental stages to a higher ceiling. By an agreement dated 26-11-1967 the management agreed to implement the recommendations of the Wage Board as accepted by the Government of India on 21-7-1967. It was further agreed that the Union would have the right to raise the dispute in regard to any matter covered by the Wage Board recommendations in case the Union was not satisfied with their implementation. While fixing the grades and pay scales of the clerical employees, the management merely fixed the pay scales as prescribed by the Wage Board and did not follow the recommendations of the Wage Board for giving a better deal to the employees although better conditions of pay scales prevailed in this colliery. The management fixed the Grade C Clerical staff in Grade II scales of the Wage Board and also Grade B clerks in the same Grade II. Grade A clerks were fixed in Grade I of the Wage Board. As a result of this fixation the clerks of Special Grade, Grade A and Grade B were adversely affected and did not get the same benefit as Grade C clerks did. The Wage increases in so far as Grade A, B and Special Grade's clerks were concerned were proportionately lower than those of the other clerks. Since the Grain Allowance of Rs. 11.25 available to the clerks as an allowance over and above the wage scale was merged in the basic pay, these clerks of Grade A, B and Special Grade had their money benefit further reduced. So were also reduced their chances of future earnings. The management was bound to keep the lead and in the instant case the lead would be of about 25 per cent which is also the approximate increase in the wages given by the Wage Board.

On these allegations the Sangh claimed that the new wages for Grade A, B and Special Grade Clerks should be fixed with retrospective effect from 15th August, 1967 which should be higher by 25 per cent of the present scales recommended by the new Wage Board.

The Management contends that the settlement dated 26th November, 1967 continues to be in force and binding on the parties and that consequently the present reference is bad void in law and that this Tribunal has no jurisdiction to adjudicate upon the dispute. The management contends that all the monthly paid clerical staff have been appropriately fixed in the scales of pay prescribed by the said Wage Board as under:—

Grade III . . . 180—5—230—7—265

Grade II . . . 205—7—275—10—325.

Grade I . . . 245—10—325—15—385.

Spl. Grade . . . 305—15—425—20—505

The management's case is that it has not prescribed any scales of pay for its monthly paid clerical staff but has only implemented the scales of pay as prescribed by the Coal Wage Board in terms of the settlement dated 26th November, 1967. The Management contends that the demand of the workmen should be dismissed in limine. It was further alleged by the management that the scales of pay for the clerical staff applicable prior to the recommendations of the Wage Board was not higher or better than those prescribed by the Wage Board and denies the allegation that the clerks of Special Grade, Grade A and Grade



B had been adversely affected or that they did not get the same benefit as Grade C clerks. As for the allegation regarding the Grain Allowance, the management contends that an application was made on 2nd January, 1971 under Sec. 33C(2) and it was withdrawn when the workmen realised that what the Company had gone did not adversely affect the clerks and that there is consequently no substance whatsoever in the allegation of the Sangh regarding the Grain Allowance. The management pleads that the demand of the clerks in Grades A, B and Special Grades should be fixed in the scales 25 per cent higher than recommended by the Wage Board is baseless and untenable.

On these pleadings of the parties the schedule contained in the order of reference was directed to be treated as Issue No. 1 and an additional Issue No. 2 was framed as follows:—

2. Is the reference bad and void in law and beyond the jurisdiction of this Court as alleged by the management?

On the date fixed for evidence the parties stated that they would not produce any oral evidence and arguments were also heard in part thereafter. Then Sri Madan Mohan Singh, General Secretary Kotma Colliery Mazdoor Sabha filed an application under sec. 18(3) of the Industrial Disputes Act for being made a party to the reference. Notice was issued thereupon to the other parties. Sri Madan Mohan Singh, however, stated that whatever written statement was filed by the other Union was acceptable to him and that he may only be allowed an opportunity to argue. He did not, however, advance any argument on the date of arguments and remained content with the arguments of the Counsel for the Kotma Colliery Mazdoor Sangh.

#### Findings

*Issue No. 2.*—The contention of the management is that all the workmen's demand is covered by the settlement dated 26th November, 1967 and it continues to be in force and binding on the parties. For this he relies on Sub-section (2) of Sec. 19 of the Industrial Disputes Act. The effect of this sub-section is not disputed. The sub-section itself runs as follows:—

- “(2) Such a settlement shall be binding for such period as is agreed upon by the parties, and if no such period is agreed upon, for a period of six months from the date on which the memorandum of settlement is signed by the parties to the dispute, and shall continue to be binding on the parties after the expiry of the period aforesaid, until the expiry of two months from the date on which a notice in writing of an intention to terminate the settlement is given by one of the parties to the other party or parties to the settlement.”

The question now is what actually the settlement was. The settlement regarding the clerical staff is attached to the written statement filed by the management. It is not disputed by the workmen. It is dated 26th November, 1967. The relevant clauses of this settlement are Clause 1, 2 and 5. Clause 1 runs as follows:—

- “That the categorization and gradation of daily-rated workers, clerical staff, and technical and supervisory personnel, and piece-rates were discussed at length between the parties, but an agreement could not be reached. However, it is agreed that the Company will implement the recommendations of the said Wage Board as accepted by the Government in its Resolution No. WB—16(5)/66 dated 21-7-67 published in Gazette of India Part I Section (i) dated 25-7-1967 on pages 375—392.”

The first sentence of the clause shows that so far as the categorization and gradation of daily-rated workers, clerical staff, technical and supervisory personnel and piece-rates were concerned, they were discussed but the parties could not arrive at an agreement in respect of these matters. All that was agreed under this clause is, as contained in the second sentence, that it was agreed between the parties that the company will implement the recommendations of the Coal Wage Board as accepted by the Government. But the rights of the parties in that connection are also covered by clause 5 of the settlement which runs as follows:—

- “The Union will have the right to raise dispute in respect of any of the matters covered by the Wage Board recommendations and implemented by the Company in case it is not satisfied with the implementation.”

This clause says that in case the Union is not satisfied with the implementation by the Company it will have the right to raise a dispute in respect of any of the matters covered by the Wage Board recommendations and implemented by the Company. In other words, if the Union was satisfied with the implementation there was no dispute. But if it was not satisfied with the implementation, the right to raise disputes in respect of any matter covered by the Wage Board recommendations and implemented by the Company was not restricted by the settlement.

Sri I. M. Nanawati contends that what is mentioned as a hope in the Coal Wage Board recommendations cannot be said to be a recommendation. To understand this argument we will have to refer para-19 of the Coal Wage Board report in Chapter VIII Section D page 77, Vol. 1. It runs as follows:—

- “The scales of pay we are recommending for the clerical staff are the lowest below which no colliery will be allowed to go. As already stated we are aware that in some of the larger collieries the clerical staff are presently enjoying scales which are higher than those prescribed under the different awards. We hope that such units will take this factor into account when revising the scales of such staff on the basis of our recommendations by suitable adjustments or by extending the incremental scales to a higher ceiling.”

This part itself uses two-words “recommendation” and “hope” which convey two different ideas. In the first sentence it uses the words “recommending” in respect of the scales of pay of the clerical staff as mentioned in para 15. The second sentence mentions that in some of the larger collieries the clerical staff were enjoying scales higher than those prescribed under the different awards. In the third sentence the recommendations uses both the words “hope” and “recommendations”. It is clear that by recommendations it means what it has said in para 15. But it does not stop there. It does not make those recommendations absolute for all concerns. The recommendations are not to bring down the progressive concerns to the level of those which are not so progressive. The Coal Wage Board does not want to take a retrograde step. It does not want the progressive concerns to give up their liberal attitude towards their employees. On the other hand, it wants them to stick to their progressive attitude. It says that the Coal Wage Board hopes that the more advanced units will take into account the fact that they have already given pay scales to their clerical staff higher than those prescribed in the different awards. It hopes that this factor will be taken into consideration when those concerns revise the scales of clerical staff on the basis of the Coal Wage Board recommendations. The hope is that those concerns will make suitable adjustments or extend incremental scales to a



ceiling higher than what is contained in the recommendations. While using two different words "recommendations" and "hope" the Board tempers its recommendations with a hope in the case of progressive concerns.

The Government Resolution No. WB-16(5)/66 dated 21st July, 1967 as published in the Gazette says in clause 4 of the Resolution that the Government had carefully considered the report and decided that the recommendations in respect of the following matters should be accepted. At sub-clause (d) of the Clause 4 are the pay scales of clerical, technical and supervisory staff. The management may therefore be said to be bound by its own agreement to implement only the recommendations part of the report. Naturally, the Government did not find it possible to say in this Resolution that the hope should also be implemented. Apart from being a hope, no definite scale or a particular ceiling is mentioned as the one hoped for. But does this bar the Union from raising a dispute in respect of the matter covered by the Wage Board recommendations and implemented by the Company if they are not satisfied by the implementation? On the face of it, as is apparent from the workmen's written statement and also from the dispute before the Conciliation Officer, the workmen are not satisfied with the implementation. The question of the adjustment of the scales of pay recommended by the Wage Board and attempted to be implemented by the Company covers the entire matter of the pay scales of the clerical staff. In that connection what the Wage Board says further in its report as a hope would also become a matter for consideration, for the Wage Board has definitely said that the pay scales suggested by it are the absolute minimum below which no concern can go. Instead of stopping there it goes further and says that the progressive concerns mentioned in the second sentence should adjust the pay scales suitably and provide for a higher ceiling. To read the recommendations without the hope part of it would be to limit the recommendations and to make what they say as the bare minimum a maximum also. The aim of the Industrial Disputes Act is to give justice, social and economic, to the parties. It is true that it is also in the interest of an industry and the workers to abide by a settlement arrived at between the parties until terminated. But to give a narrow interpretation to the settlement as a whole would be to deny the workmen justice, social and economic, to which they are entitled. We cannot forget that part of clause 1 of the Settlement which says that no agreement could be reached in respect of categorisation and gradation in spite of a long discussion. Because of this, the settlement could not and does not absolutely take away the right of the workmen to raise a dispute. The only condition is that they must be dissatisfied with the implementation. If they are so dissatisfied their right to raise a dispute even in respect of the recommendations of the Coal Wage Board & implemented by the company is not restricted. To leave out this part of para 1 and its consequence in para 5 altogether will give an interpretation to the settlement other than what the parties intended by the wordings of clause 1 and 5 of the settlement. Being clearly dissatisfied with the implementation, they have the right to raise a dispute.

For those reasons I am unable to agree with Sri I. M. Nanawati, the Counsel for the management, that the reference is bad and void in law. The Tribunal has, therefore, jurisdiction to adjudicate upon the dispute.

I find this issue against the management.

**Issue No. 1.**—The contention of Sri I. M. Nanawati is that even if this Tribunal has jurisdiction to adjudicate upon this dispute the reference itself is circumscribed by the Wage Board recommendations when it uses the phrase "keeping in view the recommendations of the Central Wage Board for Coal Mining Industry". Sri I. M. Nanawati again emphasises the use of the word "hope" in para 18.

As against this the contention of Sri Gulab Gupta is that the reference speaks of the recommendations of the Coal Wage Board only and not the recommendations "as accepted by the Government". According to him the "hope" expressed by the Coal Wage Board cannot be ignored while considering the recommendations of the Coal Wage Board.

So far as the meaning of the words "recommendations" and "hope" are concerned I have already discussed them in detail under Issue No. 2 and arrived at the conclusion that while using two different words "recommendations" and "hope" the Board tempers its recommendations with a hope in the case of the progressive concerns. This it would not be correct to ignore the "hope" of the Coal Wage Board altogether in the case of the progressive concerns when we consider its recommendations.

Sri Nanawati then contends that because of the use of the phrase "keeping in view" the reference is in a very narrow form and that even though the reference itself does not speak of the acceptance by the Government of certain recommendations, the phrase "keeping in view" has been used in the reference because the Government had accepted only certain recommendations of the Coal Wage Board.

This contention is without force. The reference uses the phrase "keeping in view" and not "under". If the reference had been whether under the recommendations of the Coal Wage Board the scale of pay needed revision, the contention of Sri Nanawati may have had some force. But we cannot read in the reference the words which are not there. The phrase "keeping in view" is much milder than the word "under". In view of the use of the milder phrase we cannot ignore that part of the report which mentions the hope of the Board tempering its earlier recommendations. It would be, as already mentioned, a travesty of justice to take the recommendations as maximum when the Coal Wage Board itself says that the pay scales suggested by it is the absolute minimum below which no concern can go.

We will then have to consider the reasonableness of the demands in this light keeping in view the recommendations of the Coal Wage Board.

It is not disputed that the Grade C clerks got a substantial benefit. The contention of the workmen is that B and A grades clerks did not get a proportionate benefit. Sri Nanawati contends that it is always the lowest grade which needs more protection than those in the higher grade. He contends further that the Wage Board structure is not to be tinkered with by the Tribunal unless gross in justice is pointed out. He relies on his chart Ex. M/4 as showing that Grades B and C even when they are fitted in Grade II and I are getting benefits as shown in chart Ex. M/4. He points in particular to pages 83 and 84 of the Coal Wage Board report where it was not found possible to give the same proportionate benefit to all the workmen and when providing for a method of adjustment they found that there are bound to be some cases in which the proportionate benefit would be lower even after the method suggested by them. Then Sri Nanawati referred to chart Ex. M/1 showing that each one had got some benefit. In that he points out that Nos. 28 to 40 are very old employees and so they got the higher benefits. The Stenographer was a new employee but even he had some benefit. According to Sri Nanawati the benefit had been more or less equal in terms of rupee to those four i. e. No. 28 to 30 and the Stenographer. He strongly urges that an adverse result to one or two or more should not necessitate a change in the scientific recommendations of the Wage Board that such tinkering may cause greater heart burning and that an employee in Grade B could not possibly go into Grade I if the Wage Board itself did not give that benefit to Grade B.

It was also urged by Sri I. M. Nanawati that even if we are to take into consideration the hope expressed in para 19 of Chapter VIII Section D of the Coal Wage Board the Workmen had to show that the scales enjoyed by them were higher than those prescribed in the different awards. The L.A.T. Award prescribed a Special Grade and Grades I, II and III. No Special Grade was prescribed by the Company. The grades in the Company were only A, B & C. The contention is that Grade C cannot merely be compared with Grade III and A with Grade I. According to Sri I. M. Nanawati Grade A scale was Rs. 80—6—116—EB—8—180 while the Special Grade of L.A.T. Award was Rs. 115—10—15—180. Sri I. M. Nanawati contends that the Special Grade was never enjoyed by the Company's Clerks and there was no chance to them to go into the Special Grade. On this basis, he strongly contends that the existing grades of the Company were not higher than those of the L.A.T. Award. Since the Coal Wage Board prescribes a Special Grade the Company also gives a Special Grade now. But what the workmen want is, according to Sri I. M. Nanawati, the best of both the worlds. They want C grade stair to go to Grade II and B to Grade I and A to the Special Grade. Sri I. M. Nanawati contends that this should not be permitted.

Sri Gulab Gupta, on the other hand, contends that since there are very little difference between Grade B and I and Grade A and Special Grade the workmen of Grade B should be allowed to go into Grade I and the workmen of Grade A into the Special Grade. This contention of Sri Gulab Gupta is without force. While Grade A starts at Rs. 80 the Special Grade starts at Rs. 115. This is almost the figure at which there is an efficiency bar in Grade A. Moreover, the increment in Grade A even after Rs. 116 is only Rs. 6 while the increment in Special Grade is Rs. 10. Similarly Grade I is not so close to Grade B as Grade C is to Grade II. In the case of Grade C the pay scale is Rs. 45—3—51—4—55. The same is the pay scale in Grade II. In the case of Grade B the maximum is only Rs. 125 while in Grade I the maximum is Rs. 168. Again the increment upto the maximum in Grade B is only Rs. 5 per year, while in Grade I the increment is after Rs. 116 per year. It cannot, therefore, be said that it would be reasonable to fix clerks of Grade B into Grade I and those of Grade I into the Special Grade. Consequently, there is no force in the contention that because clerks of category C have been given Grade II, the clerks of category B should also be given the higher Grade I. This is not what the Coal Wage Board recommends.

Sri Gulab Gupta then stresses Chapter VIII Section D para 19 of the Coal Wage Board's report. Let us see what the hope expressed by the Coal Wage Board is. The actual words used are "We hope that such units will take this factor into account when revising the scales of such staff on the basis of our recommendations by suitable adjustments or by extending the incremental scales to a higher ceiling." The hope was, therefore, either revision of the scales on the basis of the recommendations by suitable adjustments or by extending the incremental scales to a higher ceiling. The hope was not that a clerk of category B should be fixed into a clerk of Grade I and a clerk in category A into Special Grade. That would be going much higher than what even the hope was. Nor does para 19 of Chapter VIII Section D of the Coal Wage Board recommendations expressed the hope that a workman should get a lead of 25 per cent. The management has filed a chart Ex. M/4 showing the total emoluments as on 1st October, 1966 at Index No. 166, and also clerical grades recommended by the Coal Wage Board. According to this chart a clerk of Category I now would get in Grade I scale Rs. 245—10—325—15—385 and a clerk of category B would get in Grade II scale of Rs. 205—7—275—10—325. At the minimum the clerks of Category B by being in

Grade II of the Coal Wage Board have got a substantial benefit and similarly the clerks of Category A into Grade I of the Coal Wage Board Award. It is, however, true that the benefit is not to the same extent when we come to the maximum of Grade II and Grade I as compared to their maximum in Category B and Category A. It would therefore be reasonable to increase the ceiling of Grade II clerks of the Company from Rs. 325 to Rs. 385 and for the Grade I clerks of the Company from Rs. 385 to 445. In this way, the workmen will also get the benefit under para 19 of the Coal Wage Board Report by extending the incremental scales to a higher ceiling without tinkering with the scientific wage structure mentioned in para 15 of the Coal Wage Board Report, Chapter VIII.

The result is that the scales of pay prescribed by the management of Kotma Colliery for their monthly paid clerical staff may be revised only to the extent that the ceiling of the pay scales of Grade II be raised to Rs. 385 and that of Grade I to Rs. 445. No other revision in the grades of the clerical staff is necessary. This benefit may be given to them with effect from 15th August, 1967.

I make an award accordingly. In the circumstances of the case parties will bear their own costs. Let the award be sent to the Central Government.

(Sd.) M. CHANDRA,  
Presiding Officer.  
15-11-1971.

[No. 1/67/70-LRII.]

New Delhi, the 17th March 1972

S.O. 908.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Sarvasri M. B. Tawadey, Chief Engineer (Electrical & Mechanical) and H. Srinivasan, Chief Engineer (Excavation), National Coal Development Corporation Limited, Darbhanga House, Ranchi and Arbitrators, in the industrial dispute between the employers in relation to the management of Electrical and Mechanical Workshop of National Coal Development Corporation Limited, Post Office Korba, District Surguja (Madhya Pradesh), and their workmen, which was received by the Central Government on the 9th March, 1972.

BEFORE SARVASRI M. B. TAWADEY AND H. SRINIVASAN, CHIEF ENGINEER (E&M) AND CHIEF ENGINEER (EXCAVATION) RESPECTIVELY,  
NCDC LTD., DARBHANGA HOUSE, RANCHI  
AND ARBITRATORS.

In the matter of Industrial Dispute referred to arbitration vide Notification No. 8/179/70-LRII dated 25th November, 1970 of the Department of Labour & Employment, Ministry of Labour, Employment & Rehabilitation, Government of India, New Delhi,

BETWEEN:

The Management of Electrical & Mechanical Workshop of N.C.D.C. Ltd., at Korba

AND

2. Their workmen as represented by M. P. Colliery Workers's Federation, Chirmiri.

APPEARANCES:

For Management.—1. Sri J. C. Gupta, General Superintendent, Central Electrical & Mechanical Workshop, N.C.D.C. Ltd., Korba.

2. Sri B. N. Prasad, Group Personnel Officer, (Korba), N.C.D.C. Ltd., Korba.

For Workmen.—Sri B. N. P. Sinha, Organising Secretary, M.P. Colliery Workers Federation, Chirmiri.

Ranchi, dated 28th February, 1972.

### AWARD

1. An Industrial Dispute between the above parties with the following terms of reference was referred to us for arbitration under Section 10-A of the Industrial Disputes Act, 1947, by notification No. 6/179/70-LR.II dated 25th November, 1970 of the Department of Labour & Employment, Ministry of Labour, Employment & Rehabilitation, Government of India, New Delhi:—

"Whether the demand of the Union for re-categorisation under the Coal Wage Board's recommendations as accepted by the Government of India, of General Mazdoors (other than Laboratory Assistant) of Central Electrical & Mechanical Workshop, Korba on the basis of the report of the Labour Enforcement Officer (Central), Raipur vide his letter No. BL-11(343)/69 dated 24th December, 1969 is justified. If so, to what relief they are entitled."

2. The reference to arbitration by us was made as a result of a written agreement between the Management and the workmen. In terms of that agreement, we were to make our award within a period of 6 months from the date of which the agreement was published in the Gazette of India or within such further time as is extended by mutual agreement between the parties in writing. The parties by mutual consent extended the time for this purpose upto 29th February, 1972.

3. The parties were given notice by us on 13th April, 1971 to submit their written statements to us within 15 days and to forward simultaneously copies thereof to the other party and each of them was thereafter called upon in turn to submit their rejoinder to the written statement of each other to us, within 15 days and forward copies thereof simultaneously to the other party. The Management requested for time upto 21st May, 1971 for submission of their written statement. This was granted. The workmen also requested for time for the submission of their written statement upto 11th June, 1971 which was granted. The written statement was not, however, submitted by the workmen by the extended date. Again, the workmen made a request for further extension of time for the submission of their written statement upto 11th September, 1971. This was also granted. Even thereafter, no written statement was submitted by the workmen.

4. The Management submitted their written statement dated 20th May, 1971, which was received by us on 21st May, 1971. A copy of this was simultaneously sent by them to the workmen.

5. Meanwhile, some of the workers covered by the dispute made an application to us in August, 1971 in which they stated that they were members of the M. P. Colliery Workers' Federation previously and that they had now joined another Union, M. P. Khan Mazdoor Congress. They also stated that their case already covered under the arbitration would be represented by Sri Nam Deo, General Secretary, M. P. Khan Mazdoor Congress in place of Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers' Federation. They also mentioned in their application that the agreement of Sri B. N. P. Sinha would not be binding on them. On a consideration of their applications, we advised them that their request was not tenable as it was not according to law and, therefore, it was rejected.

6. Since what was referred to us for arbitration is an industrial dispute, we are not divested of our jurisdiction by the applications of some of the workers covered by the dispute as aforesaid. It will indeed be subversive of industrial justice, labour relation and fair play if the jurisdiction of the arbitrators in cases such as these is to depend on the shifting convictions, exigencies and strength of the rival parties to the industrial dispute. We are, therefore, of the view that we are entitled to proceed with the matter in spite of the above applications and have decided to do so.

7. Hearing of the case was thereafter fixed for 10th September, 1971 at Ranchi and it continued on 11th September, 1971 also. The case was not finalised on the above dates and was postponed.

8. The next hearing of the case was fixed for 24th February, 1972 by due notice to the parties. It was intended that the proceedings would continue on 25th February, 1972, if necessary. It was made clear to the parties that if the parties fail to appear at the hearing, the matter would be heard ex-parte.

9. At the hearing of 24th February, 1972, the representative of the Management, Sri B. N. Prasad appeared before us at 11 a.m. but the representative of the workmen did not turn up. There was also no intimation from him explaining the reasons for his absence. We waited till 2.30 p.m. and thereafter decided to conduct the proceedings in the absence of the representative of the workmen and hear the representative of the Management. He closed his submissions by 4.30 p.m. and he also submitted written notes about the points stressed by him. Even till 4.30 p.m., the representative of the workmen did not turn up, nor did he send any intimation explaining the reasons for his absence. In the circumstances, we closed the hearing of the case and the proceedings and reserved our award to be sent to the Central Government in accordance with the provisions of I.D. Act. We recorded an order to that effect and endorsed copies thereof to the parties.

10. On 28th February, 1972, a telegram (bearing date 25th February, 1972 of Ranchi Telegraph Office) was received by us from Sri B. N. P. Sinha, who sent it from Dhanbad. It is an ordinary telegram and the time of handing over the telegram at Dhanbad for transmission is shown as 0815 hours on 24th February, 1972. It reads as follows:—

"NEGLIGENCE COACH ATTENDANT AND SICKNESS A. C. CARRIED FORWARD BEYOND GAYA IN BOMBAY MAIL NO ALTERNATIVE HENCE SHALL NOW ATTEND ARBITRATION DISCUSSION ON TWENTYFIFTH FEBRUARY 72 AS FIXED KINDLY INFORM RESPONDENT GPO SHREE PRASAD ALSO— B. N. P. SINHA."

The workmen's representative turned up at Ranchi on 25th February, 1972 and filed an application lodging a protest for closing the proceedings on 24th February, 1972 and for one of the arbitrators being out of Ranchi and for the Management's representative also having left Ranchi. The stand taken by the representative of the workmen in the said application that the closing of hearing on 24th February, 1972 and that the representation of Sri B. N. Prasad, Group Personnel Officer (Korba) are illegal are without any substance. The hearing was fixed for 24th February, 1972 at 11 a.m. and it was to continue on the next day if the proceedings could not be completed on that day. It is not a case of option for the parties to appear even on the second day if they could not turn up on the first day. When the workmen's representative did not turn up at all and when he also failed to send any intimation to reach the arbitrators on 24th February, 1972, there was no obligation on the part of the arbitrators to keep waiting for the workmen's representative on 25th February, 1972 also. When the workmen's representative was in Dhanbad by 8.15 a.m. on 24th February, 1972, he could have contacted us over the telephone and also reached Ranchi within a matter of 3 or 4 hours either by taxi or bus, the distance between Ranchi and Dhanbad by a first class road being about 105 miles. He did not even send an express telegram. He was satisfied with sending just an ordinary telegram. As far as Shri B. N. Prasad representing the Management is concerned, the authorisation given in his favour by the Management is on record. He appeared for the Management even at the previous hearing and the objection for his appearance is without any substance. The workers representative should have realised that we were required to dispose of the case by 29th February, 1972 and given our award. He should have made

such arrangements as to ensure that he was in Ranchi in good time for the hearing on 24th February, 1972.

11. Now coming to the merits, the facts appear to be as follows:—

The Madhya Pradesh Colliery Workers' Federation, the Union concerned in the dispute, raised a dispute for covering Categories I and II General Mazdoors working in the Central Workshop of the NCDC at Korba to the Excavation grades in the minimum scale prescribed under the Coal Wage Board Report for the Excavation Section. Conciliation proceedings on this dispute were held by the Assistant Labour Commissioner (Central), Bilaspur, on different dates, and finally on 28th August, 1969. As a result of the proceedings held on 28th August, 1969, the Labour Enforcement Officer (Central), Raipur, was deputed by the Assistant Labour Commissioner (Central), Bilaspur to make an "on the spot" enquiry in connection with this matter. Accordingly, the Central Enforcement Officer (C) visited Central Workshop, Korba on 19th October, 1969 and prepared a statement purporting to be his report. The Union's claim is that the workers should be recategorised in accordance with the said report of the Labour Enforcement Officer (C), Raipur. The Management submitted along with their written statement a copy of the statement prepared by the L.E.O. (C) as also a copy of the conciliation proceedings held on 28th August, 1969. The L.E.O. (C)'s report has following columns:—

1. Serial No.
2. Name.
3. Father's name.
4. Present designation.
5. Present basic.
6. Date of coming to Central Workshop, Korba.
7. Nature of job actually performed according to the Union's contention.
8. Period when higher category job was done according to Union's contention.
9. Nature of job actually performed according to statement made by the Sectional Foreman and workers in the presence of Management, Union representatives and the LEO(C), Raipur.
10. Period when higher category is being done according to the statement by sectional Foreman and workers in the presence of Management, Union's representative and the LEO(C).

12. The Management's case is that the report of the Labour Enforcement Officer (C), Raipur could not provide a basis for dealing with this matter. He visited the Workshop on 29th October, 1969 and collected some information from the interested workmen and the Union. The information furnished to him incorrect and cannot form the basis for placing the workers in different categories as claimed by the Union on their behalf. The placement of workers in different categories would have to take into account the requirements of the Workshop for different categories of personnel, their skills for efficient performance of various jobs, experience in the trade, determination of their suitability for such jobs by the Management etc. The requirements of personnel of different categories also depend on the volume of work of various kinds. The question as to whether a worker had acquired the desired degree of skill would have to be determined by competent technical authorities duly deputed for the purpose after tests etc. The Workshop has a variety of complicated machinery. It was newly established and the Management instead of resorting to outside recruitment, afforded facilities to many unskilled workers to receive "on the job" training and acquire skills. The above action of the Management giving such job opportunities to unskilled workmen, who had no chances of improving their prospect otherwise, is to be appreciated and is laudable and cannot be used as a reason for demanding promotion. The fact that the Management has afforded them the facilities for receiving training cannot automatically qualify them for promotion regardless of other consideration. It is

only the Management which could adjudge whether a particular worker has acquired the requisite skill and experience for performing a particular job. Further, the Management did review all these factors from time to time and placed suitable workers, other things being equal, in appropriate categories. The erstwhile Excavation Award and subsequent Wage Board have clearly laid down job descriptions and the requirements of the skill and experience to be had by workers before placing them in different categories. These have to be kept in view while considering this case. The L.E.O.'s assignment was to check as to in what categories the workers concerned were prior to the recommendation of the Wage Board implementation i.e. 15th August, 1967 and examine equivalent category under the Wage Board in which the workers were to be placed. If there was any irregularity in this process, the same was to have been pointed out by him. However, the whole matter was approached in an entirely different manner as though promotions were to be secured for the workers. The Management further submitted that according to the Union, the lowest category for the workers in the Central Workshop, Korba under the Excavation Award is Group E which could not be accepted by the Management. The Coal Wage Board report which has replaced the erstwhile Excavation Award provided vide Appendix VII pages 55-57 of Volume II for placement of workers in different groups depending upon the nature of work performed by them. In addition to the job referred to in Appendix VII there are a number of other jobs in the Central Workshop, Korba and the workers performing such jobs have to be placed in different categories/grades as per Para. 16 of Section B of Chapter VIII of the Coal Wage Board Report. For all these reasons the Management has stated that the claim of the Union for placing the Category I and II General Mazdoors in higher categories based on the report of the LEO(C), Raipur, is without any substance and merit and that the workers are not entitled to any benefit.

13. The workmen have not submitted any written statement before us as already stated above. However, in the hearing of 10th September, 1971 the representative of the workmen submitted an application stating that he may be furnished with copies of orders issued by the Management meanwhile relating to promotion of the general mazdoors covered by the report of the Labour Enforcement Officer. It is necessary to refer here to a settlement between the Management and the MPCWF reached on 29th November, 1969 in which it was agreed to refer the case of the general mazdoors in question to arbitration and the Union's contention was that pending determination of the matter by the arbitrators, the promotion orders could not have been issued by the Management. The workers' representative desired to have copies of the various promotion orders by the Management so that the Union could prepare a comparative statement of the cases showing the balance of the quantum of relief due to the workers. On a consideration of that application we directed the Management that they should file before us copies of all promotion orders on the next date of hearing. We also directed the Management that they should prepare a chart showing the promotions that have been given to the general mazdoors after the report of the Labour Enforcement Officer (C), Raipur. The Management was also advised to file the chart in question before us within 15 days and supply a copy of the same to the workmen. The chart was prepared by the Management and submitted to us under the Management's application dated 5th October, 1971 together with copies of promotion orders. A copy of the chart was also simultaneously made available to the workmen. Even after the receipt of the said chart the workmen have not submitted any written statement before us.

14. It is clear from the terms of reference that we have to deal with the cases of only the general mazdoors as referred to in the report of the Labour Enforcement Officer (C). Therefore, the cases of others as referred to in that report have to be excluded. We, however, observe that in the statement prepared by the Labour Enforcement Officer, a number of category I & II

mazdoors find their place. For the purpose of these proceedings, we have decided to consider all the Cate-Mazdoors without the designation of the general gory I & II workers covered by the report of LEO(C) and excluded others with different designations or holding different posts.

15. During the course of the arguments the Management laid considerable stress on the fact that in one day the LEO(C) could not have done thoroughly the job entrusted to him. There were as may as about 120 persons who were supposed to have been interviewed by the Labour Enforcement Officer and thus the time devoted for examining each case is negligible. No real enquiry was possible within such a short time. In several cases there were no entries under different columns in the statement prepared by him. Some workers claimed to have worked in a particular post in the Central Workshop for a longer period than even their total service in that Workshop. It was further pointed out by the Management that due consideration was not given to the job descriptions given in the Coal Wage Board Report for different type of workers while dealing with the matter at the time of enquiry. Considering the matter as a whole we find that the submissions made by the Management as referred to vide Para-11 of this award are quite substantial and forceful. It is not possible to decide the grant of promotions to workers whole-sale on the basis of the report of the Labour Enforcement Officer (C), Raipur. Further, assuming for the sake of argument that a particular worker might be doing on a particular day or doing a particular period a certain job, it cannot be said that he does possess the requisite skill and experience to be appointed to that job or given wages attached to that particular job. The fact was also not apparently considered that certain workers were specifically deputed for training to learn such jobs. The factor of seniority has also to be kept in view while considering employees for promotion, other things being equal and promotions or appointment to higher posts cannot be fortuitous circumstances or contingent considerations.

16. It is obvious that the reference made to us is confined to general mazdoors only. On a consideration of the contents of the statement prepared by the L. E. O. and the chart furnished to us by the Management according to our directions (with reference to the statement of the L. E. O.), we divide the workers in question into following groups:—

Group:	Description of Group:	Sl. Nos. of workers in the chart of Management.
1	2	
A	Workers who are not Mazdoors, being Sweeper, Overhead Crane Operator Laboratory Asstt. and Cat. IV worker.	47, 64, 124 and 125
B	Workers, whose name appear twice in the Statement.	40 & 12 3 and 51 & 119
C	Workers whose services have been terminated or who resigned from service.	5 and 99
D	Workers who have been promoted twice on or after 1-12-1969,	15, 57, 89 to 98, 100 to 104, 105 to 114 and 116.
E	Workers (other than those referred to in Group D) who were promoted from Cat. I to Cat. II.	7, 16 to 22, 26, 30 to 32, 37 to 41, 43, 45, 49, 51, 63, 65, 66, 72, to 79, 88, 117, 118, 120 121 and 112.
F	Workers who were specifically covered by training programme expressly arranged for them and whose promotion is conditional on successful completion of training for the prescribed period.	90 to 98, 100 to 104, 106 to 111 (All of them are covered by Group D above) and Sl Nos. 2 to 5.

1	2	3
G	Mazdoors who did not receive any promotion since 1-12-1969.	11, 23, 25, 29, 42, 50, 72, 81, 85, 99, 105 and 115.
H	Workers who have been promoted since 1-12-1969 to the post of E.P. Helper (Group E) other than those referred in Group D above.	8 to 10, 12 to 14, 24, 27, 28, 33 to 36, to 44, 46, 48, 52 to 56, 58 to 61, 67 to 70, 80, 82 to 84 and 87.
I	Workers who were promoted to other posts	1, 2, 3, 4 and 5.

17. We have examined at length not only the chart filed by the Management giving full details of the workers and the nature of job being performed by them at the time of enquiry by the L. E. O. but also the statement prepared by the L. E. O. and the promotion orders issued by the Management since 1st December, 1969 on the basis of the recommendations of the Departmental Promotion Committee. The Management's representative submitted that the D.P.Cs made these recommendations having regard to the various factors referred to in their written statement as summarised in para 12 above and that these recommendations could be the only basis for promotion/appointment of workers to higher posts. Those under a specific training programme could be considered for promotion after the successful completion of the period of training. He also submitted that the Management has always considered the claims of workers with sympathy and in a fair manner and the fact that a majority of workers received promotions and that some of them received even two promotions since 1st December, 1969 would in itself substantiate the contentions of the Management. We find from the material placed before us that there is considerable truth in this claim of the Management. Considered in this light and also examining the whole case on its merits, we find that there is absolutely no case for re-categorisation of general mazdoors of the Central Electrical & Mechanical Workshop, Korba, on the basis of the report of statement prepared by LEO or as demanded by the Union. We also find the demand of the Union in this respect is not justified and the workmen are not entitled to any relief. This is our conclusion.

18. Notwithstanding what has been stated above, we feel that the workers falling in the two following categories be given some monetary benefit as specified hereinafter by us by way of goodwill and as a matter of gesture by the Management to the workmen in the interest of good industrial relations:—

Category (a): Cat. I Mazdoors in the chart submitted by Management who were promoted to Cat. II on or after 1st December, 1969, provided that they did not receive a second promotion since then and provided that they worked in the Central Workshop at Korba prior to promotion in Cat. I for a period of not less than 1-1/2 years.

Category (b): Cat. II Mazdoors in the chart submitted by the Management, who were promoted to Group "E" on or after 1st December, 1969 provided that they did not receive a second promotion since then and provided that they worked in the Central Workshop at Korba prior to promotion to Group "E" for a period of not less than 3 years in Cat. II.

The name of the workers and their Serial Nos. as shown in the chart submitted by the Management according to above Categories (a) and (b) are given below: mentioned workers as follows:—

Category (a)		
Sl	Name of worker	Name of father of worker
7	Sri Narayan . . . .	Sri Bhurlal
16	Sri Budh Ram . . . .	Sri Karia

Sl No	Name of Worker	Name of father of worker
17	Sri Bundh Ram . . . . .	Sri Sallik
26	Sri Tilak Ram . . . . .	Sri Ganesh Ram
49	Sri Daya Ram . . . . .	Sri Sant Ram
51	Sri Mehtar . . . . .	Sri Nandu
63	Sri Kartik Chamar . . . . .	Sri D. Chamar
65	Sri Dayaram No. 1 . . . . .	Sri Pilloo
66	Sri Jodhi Ram . . . . .	Sri Burgua
72	Sri Janki Chamar . . . . .	Sri M. Chamar
73	Sri Mangloo . . . . .	Sri Nanki
74	Sri Sakharan . . . . .	Sri Bullu
75	Sri Firath Ram No. 1 . . . . .	Sri Bachiram
76	Sri Mulchand . . . . .	Sri Pawan
118	Sri Punith . . . . .	Sri Budhawa

## Category (b)

8	Sri Bhimlal Chamar . . . . .	Sri Laxman
9	Sri Shamlal . . . . .	Sri Hiroo Chamar
12	Sri Md. Saukat . . . . .	Sri D. Mohamed
13	Sri Ramsanahi . . . . .	Sri D. Das
14	Sri Kirat Chamar . . . . .	Sri P. Chamar
24	Sri Bakura Chamar . . . . .	Sri K. Chamar
27	Sri Nandlal Gope . . . . .	Sri C. Gope
28	Sri Jugual Kishore Singh . . . . .	Sri S. N. Singh
33	Sri Sriram . . . . .	Sri Bodhiram
34	Sri Bangshi Bashi . . . . .	Sri Daw Bashi
35	Sri Kunj Behare Barhee . . . . .	Sri P. Mistry
36	Sri Sanichar Barhe . . . . .	Sri F. Barhee
44	Sri Raspal . . . . .	Sri Firath
46	Sri Bandhan . . . . .	Sri Kuuwa
48	Sri Biswanath . . . . .	Sri Moti ram
52	Sri Mehtar Ram . . . . .	Sri Biswambar
53	Sri Rawanath Barhee . . . . .	Sri Sukham
54	Sri Taj Lal Gope . . . . .	Sri Itwari
55	Sri Kodi Gope . . . . .	Sri S. Gope
56	Sri Ram Dayal . . . . .	Sri Kunje
58	Sri Prem Das . . . . .	Sri Mohan
59	Sri Khasia . . . . .	Sri Budhwa
60	Sri Firantha . . . . .	Sri Jhunku
61	Sri Puran Gope . . . . .	Sri D. Gope
67	Sri Ramlal Das . . . . .	Sri Dukhidas
68	Sri Raghu Chamar . . . . .	Sri P. Chamar
69	Sri Narsingh . . . . .	Sri Shivalal
70	Sri Govind Gope . . . . .	Sri S. Gope
80	Sri Firath Ram No. 2 . . . . .	Sri Dukhlu
82	Sri Samaroo . . . . .	Sri Mohan
83	Sri Kusuwa . . . . .	Sri Baiman
84	Sri Randhia . . . . .	Sri Dukhan
87	Sri Tiharee . . . . .	Sri Sukharoo

19. The monetary benefit to be given to the above-mentioned workers be as follows:—

- (1) Category (a) workers be given on a lump sum basis, money equivalent to the difference of their normal wages for a period of six months prior to the actual date of their promotion, as though they were promoted six months earlier, i.e. the difference of wages between what they earned and what they would have earned had they been promoted six months earlier. No further adjustments would be made and no further benefit be given.
- (2) Category (b) workers be given on a lump sum basis, money equivalent to the difference of their normal wages for a period of three months prior to the date of their promotion, as though they were promoted three months earlier, i.e. the difference of wages between what they earned and what they would have earned had they been promoted three months earlier. No further adjustments would be made and no further benefit be given.

20. We may make it very clear that the above benefit to the workers concerned is being suggested not on the merits of their case but merely for reasons of goodwill and as a matter of gesture by the Management to the workmen in the interest of good industrial relations as already stated above. No benefit is to be given to the

other workers. In the result, we give an award accordingly. We further direct that the Management shall pay an amount of Rs. 300 (Rupees three hundred) only as costs to the Madhya Pradesh Colliery Workers' Federation which has raised the dispute, to enable them to meet a part of the expenditure incurred by them on this arbitration. Let this award be submitted to the Central Government as required by Section 10-(4) of the Industrial Disputes Act.

H. SRINIVASAN

M. B. TAWADEY

Chief Engineer (Excavation)  
NCDC Ltd., Ranchi  
And Arbitrator.

Chief Engineer (E&M)  
NCDC Ltd., Ranchi

[No. 8/179/70-LRII.]

**S.O. 909.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Sarvashri M. B. Tawadey, Chief Engineer (Electrical and Mechanical) and H. Srinivasan, Chief Engineer (Excavation), National Coal Development Corporation Limited, Darbhanga House, Ranchi and Arbitrators, in the industrial dispute between the employers in relation to the management of Electrical and Mechanical Workshop of National Coal Development Corporation Limited, Post Office Korba, District Surguja (Madhya Pradesh), and their workmen, which was received by the Central Government on the 9th March, 1972.

BALWANT SINGH, Under Secy.

**BEFORE SARVASHRI M. B. TAWADEY AND H. SRINIVASAN CHIEF ENGINEER (E. & M.) AND CHIEF ENGINEER (EXCAVATION) RESPECTIVELY, NCDC LTD., DARBHANGA HOUSE RANCHI AND ARBITRATORS.**

In the matter of industrial dispute referred to arbitration vide notification No. 8/180/70-LRII dated 25th November, 1970 of the Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, Government of India, New Delhi.

## BETWEEN

1. The management of Electrical and Mechanical Workshop of NCDC Ltd., at Korba.

## AND

2. Their workmen as represented by M. P. Colliery Workers' Federation, Chirimiri.

## APPEARANCES:

*For Management.*—1. Sri J. C. Gupta, General Supdt. Central Elec. & Mech. Workshop, NCDC., Korba.

2. Sri B. N. Prasad, Group Personnel Officer (Korba), NCDC, KORBA.

*For Workmen.*—Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers Federation, Chirimiri.

Ranchi dated 28th February, 1972

## AWARD

1. An industrial dispute between the above parties with the following terms of reference was referred to us for arbitration under Section 10-A of the Industrial Disputes Act, 1947, by notification No. 8/180/70-LRII dated 25th November, 1970 of the Department of Labour & Employment, Ministry of Labour, Employment & Rehabilitation, Government of India, New Delhi:—

“Whether the demand of the Union for upgradation of the scale of pay of Sri B. M. Sharma and S. Goswami, Engine Wrights of Central Electrical & Mechanical Workshop, Korba or for converting them as daily rated mechanics in Category ‘A’ of Excavation Section is justified. If so, to what relief they are entitled.”

2. The reference to arbitration by us was made as a result of a written agreement between the Management and the workmen. In terms of that agreement,



we were to make our award within a period of six months from the date on which the agreement was published in the Gazette of India or within such further time as is extended by mutual agreement between the parties in writing. The parties by mutual consent extended the time for this purpose upto 29th February, 1972.

3. The parties were given notice by us on 13th April 1971 to submit their written statement to us within 15 days and to forward simultaneously copies thereof to the other party and each of them was thereafter called upon in turn to submit their rejoinder to the written statement of each other, to us, within 15 days and forward copies thereof simultaneously to the other party. The Management requested for time up to 21st May, 1971 for the submission of their written statement. This was granted. The workmen also requested for time for the submission of their written statement upto 11th June, 1971, which was granted. The written statement was not, however, submitted by the workmen by the extended date. Again, the workmen made a request for further extension of time for the submission of their written statement upto 11th September, 1971. This was also granted. Even thereafter, no written statement was submitted by the workmen till the date fixed for the hearing. It was only on 11th September, 1971 that the representative of the workmen submitted a written note, the contents of which would be referred to later in this award.

4. The Management submitted their written statement dated 20th May, 1971, which was received by us on 21st May, 1971. A copy of this was simultaneously sent by them to the workmen. The management stated in their written statement that the precise nature of the claim of the workmen in regard to this matter was not known to them and that they would be able to submit a detailed written statement only on receipt of the claim statement of the workmen. Without prejudice to this contention, they made their submissions, the gist of which may be summarised as follows:—

- (a) S/Shri S. Goswami and B. M. Sharma were holding the post of Engine Wright in the CPC pay scale of Rs. 205—280 with effect from 18th November, 1963 and 1st February 1968 respectively.
- (b) After the implementation of the recommendations of the Central Wage Board for coal industry as accepted by the Central Government, these two employees like the other engine wrights of NCDC were placed in the Wage Board pay scale of Rs. 245—440 and their designation was modified to that of Chaugaman and that they should have no further grievance.
- (c) The alternative claim on behalf of the workmen for converting these two employees into daily rated mechanics in Category 'A' of Excavation Section cannot find support from any recommendation of the Coal Wage Board.
- (d) The daily rated mechanics in Category 'A' in the Excavation Section are in the highest daily rated pay scale of Rs. 16.00—0.90—25.00. These two workers do not possess the skill and qualifications required to be possessed by those to be appointed to that post. In any case, Sri B. M. Sharma, who belongs to electrical trade could not claim to be appointed as a Mechanic or be appointed to such a post.
- (e) The essence of the alternative claim on behalf of these two workers is for promotion to a higher post. The rules and conditions governing such promotions stand on a different footing and no individual workers could be picked up for promotion, without creating industrial disharmony and opening the flood gates for further industrial disputes. In any case, there would be no justification for the grant of any

such promotion to those employees. The claim of the workers should, therefore, be rejected.

5. Meanwhile, Sri B. M. Sharma, one of the workers covered by the dispute made an application to us dated 3rd August, 1971 in which he stated that he was a member of the M.P. Colliery Workers Federation previously and that he had now joined another Union, M. P. Khan Mazdoor Congress. He also stated that his case already covered under the arbitration would be represented by Sri Nam Deo, General Secretary, M. P. Khan Mazdoor Congress in place of Sri B.N.P. Sinha, Organising Secretary, M.P. Colliery Workers' Federation. He also mentioned in his application that the agreement of Sri B.N.P. Sinha would not be binding on him. On a consideration of that application, we advised Sri Sharma that his request was not tenable as it was not according to law and therefore it was rejected.

6. The hearing of the case was thereafter fixed for 10th September, 1971 at Ranchi. It continued on 11th September, 1971 also. As already stated above, the representative of the workmen submitted a written note on 11th September, 1971. In that note, he stated *inter alia* as follows:—

"In view of the petition submitted by one of the affected workmen Shri B. M. Sharma before the Hon'ble Arbitrators on 4th August, 1971 and the decision of the Arbitrators conveyed vide letter dated 26/27th August, 1971, it is prayed that the case so far as it relates to Shri B. M. Sharma may kindly be closed and the award may be given accordingly."

7. The case of Sri B. M. Sharma will be dealt with later in this award. The representative of the workman, however, pressed the case of the other workman, Sri S. Goswami at the hearing of 10th and 11th September, 1971 and we shall deal with it first. Although there is no rebuttal of all the points raised by the Management in the written note of representative of the workman, the various pleas taken by him in that note in regard to Sri Goswami may be briefly stated as follows:—

- (a) Sri Goswami, Engine Wright, was transferred from Bijuri Colliery to the Central Elcc. & Mech. Workshop, Korba in February 1965 and he was put to work along with two other workers S/Sri Ramdhani Pandey and R. P. Singh, on jobs covered by job specifications of Mechanic Gr. I. The nature of work of all these three workers was the same at all relevant times. The workman's representative also gave details of the work being performed by all these workers).
- (b) S/Sri Ramdhani Pandey and R. P. Singh were previously in the Central Workshop of NCDC at Barkakana (Bihar) and in the monthly pay scale of Rs. 205—280 and they were placed in the daily rated pay scale of Rs. 16.00—0.90—25.00 as applicable to category 'A' Mechanics in Excavation Groups on the introduction of Coal Wage Board pay scales with effect from 15th August, 1967.
- (c) The nature of duties performed by Engine Wrights in Sections/Departments other than Central Electrical & Mech. Workshop, Korba was different and they work on light machines.
- (d) Since all the three workers were in the same CPC pay scale prior to 15th August, 1967 and only S/Sri Ramdhani Pandey and R. P. Singh were given the daily rated pay scale of Rs. 16.00—0.90—25.00, Sri Goswami is also entitled to the same pay scale and it could not be denied to him. Because of such denial, Sri Goswami has suffered considerable monetary loss. The grant of the benefit in question to Sri Goswami would not have repercussions



on others since there are no other engine wrights in the Central Workshop at Korba. The claim on behalf of Sri Goswami would find support on the principle of equal pay for equal work and on the basis of provisions of paras 36 and 37 of the Coal Wage Board Report vide Chapter VIII (Section B) some workers belonging to mining categories were given pay scales applicable to Excavation Groups.

8. At the hearing of 11th September, 1971, the representative of the workmen also made an application for directing the Management to produce the following documents before the arbitrators and for the workmen to be given an opportunity of inspecting the same:—

- "1. Job cards, history sheets and progress reports in respect of the job performed by S/Shri Ramdhani Pandey, R. P. Singh and S. Goswami 3 months prior to 15th August, 1967 and 3 months after 15th August, 1967 and also 3 months after the date of second conversion to the Excavation Grade of S/Shri Ramdhani Pandey and R. P. Singh.

In the same application, the representative of the workmen desired that the following witnesses be summoned and examined for the purpose of assessing the identical nature of work discharged by S/Shri Goswami Ramdhani Pandey and R. P. Singh and that he be allowed to cross-examine these witnesses also:—

- Sri R. L. Sharma, Foreman-in-charge.
- Sri Prem Singh, Fitter Gr. III.
- Sri Ramdhani Pandey, Mechanic Gr. I.
- Sri R. P. Singh, Mechanic Gr. I.

9. We directed the Management to file their reply to the petition of the workmen's representative as referred to in para 8 above and the Management submitted their reply dated 18th September, 1967 with a copy to the representative of the workmen. The management pointed out that in the notice of the hearing for 10th September, 1971 given by the arbitrators, the parties were directed to appear before them with all witnesses, books, papers, documents and witnesses in support of their case. The union failed to avail of this opportunity although several months had elapsed since the arbitrators had directed the parties to submit their written statements. It was for each party to produce their witnesses/evidence. If any witnesses were to be summoned by the arbitrators, a formal notice have to be given to them and the Management would have no objection to spare the witnesses. They would have to meet their expenses of travel, etc. The request of the workers' representative that he be given an opportunity to cross-examine the witnesses summoned by him was rather strange as no party could summon its own witnesses for that purpose.

10. We may say at once that it is clear from the petition of the representative of the workmen that he wanted some witnesses to be examined by the arbitrators and that he be given an opportunity to cross-examine them. He did not want them to be produced as the witnesses of the workmen. It is not for the arbitrators to examine the witnesses on their behalf unless there are some extraordinary circumstances. There are no such circumstances present in this case. It is for each party to produce their witnesses and it is for the other party to cross-examine them to test the truth of their depositions, etc. We are, therefore of the view that the manner in which the request for summoning and examination of witnesses was made by the representative of the workmen is not entitled to be given any consideration and it is liable to be rejected.

11. The next hearing of the case was fixed for 24th February, 1972 by due notice to the parties. It was intended that the proceedings would continue on 25th February, 1972, if necessary. It was made clear to the

parties that if the parties fail to appear at the hearing, the matter would be heard *ex-parte*.

12. At the hearing of 24th February, 1972, the representative of the management, Sri B. N. Prasad appeared before us at 11 a.m., but the representative of the workmen did not turn up. There was also no intimation from him explaining the reason for his absence. We waited till 2-30 p.m. and thereafter decided to conduct the proceedings in the absence of the representative of the workmen and hear the representative of the Management. He closed his submissions by 4-30 p.m. and he also submitted written notes about the points stressed by him. Even till 4-30 p.m. the representative of the workmen did not turn up, nor did he send any intimation explaining the reasons for his absence. In the circumstances, we closed the hearing of the case and the proceedings and reserved our award to be sent to the Central Govt. in accordance with the provisions of the I.D. Act. We recorded an order to that effect and endorsed copies thereof to the parties.

13. On 28th February, 1972 a telegram (bearing the date 25th February, 1972 of Ranchi Telegraph Office) was received by us from Sri B. N. P. Sinha who sent it from Dhanbad. It is an ordinary telegram and the time of handing over the telegram at Dhanbad for transmission is shown as 0815 hours on 24th February, 1972. It reads as follows:—

"NEGLIGENCE COACH ATTENDANT AND SICKNESS A.C. CARRIED FORWARD BEYOND GAYA IN BOMBAY MAIL NO ALTERNATIVE HENCE SHALL NOW ATTEND ARBITRATION DISCUSSION ON TWENTY-FIFTH FEBRUARY 1972 AS FIXED KINDLY INFORM RESPONDENT G.P.O. SHREE PRASAD ALSO—B. N. P. SINHA"

The workmen's representative turned up at Ranchi on 25th February, 1972 and filed an application lodging a protest for closing the proceedings on 24th February, 1972 and for one of the arbitrators being out of Ranchi and for the Management's representative also having left Ranchi. The stand taken by the representative of the workmen in the said application that the closing of hearing on 24th February, 1972 and that the representation of Shri B. N. Prasad, Group Personnel Officer (Korba) are illegal are without any substance. The hearing was fixed for 24th February, 1972 at 11 a.m. and it was to continue on the next day if the proceedings could not be completed on that day. It is not a case of option for the parties to appear even on the second day if they could not turn up on the first day. When the workmen's representative did not turn up at all and when he also failed to send any intimation to reach the arbitrators on 24th February, 1972, there was no obligation on the part of the arbitrators to keep waiting for the workmen's representative on 25th February, 1972 also. When the workmen's representative was in Dhanbad by 8-15 a.m. on 24th February, 1972, he could have contacted us over the telephone and also reached Ranchi within a matter of 3 or 4 hours either by taxi or bus, the distance between Ranchi and Dhanbad by a first class road being about 105 miles. He did not even send an express telegram. He was satisfied with sending just an ordinary telegram. As far as Sri B. N. Prasad representing the Management is concerned, the authorisation given in his favour by the Management even at the previous hearings and the objections for his appearance is without any substance. The workers' representative should have realised that we were required to dispose of the case by 29th February, 1972 and give our award. He should have made such arrangements as to ensure that he was in Ranchi in good time for the hearing on 24th February, 1972.

14. Now coming to the merits of the case of Sri Goswami, the strong point urged by the workmen's representative in his note is that because the nature

of his duties or work are the same as those of S/Sri Ramdhani Pandey and R. P. Singh, he should be put in the same pay scale as the other two of Mechanic Gr. I. We are of the view that this in itself does not decide the matter. The nature of work for Mechanics Gr. I and Gr. II in the job descriptions for Excavation Groups is the same but the skill and experience required to be possessed by them vary considerably. The Management has filed before us the particulars relating to experience, etc. of all the three workers. S/Sri Ramdhani Pandey, and R. P. Singh had all along worked on heavy earth moving machinery not only in the Central Workshop at Korba but in their precious posting at the Central Workshop of NCDC at Barkakhana and their experience on such work is much longer. Even during the pre-wage Board period, i.e. prior to 15th August, 1967 they were mechanics Gr. I and after the introduction of Wage Board pay scales, they were fitted in the daily rated pay scale recommended by the Wage Board for Mechanics Gr. I in Excavation Groups. Merely because, the other two workers and Sri Goswami happened to be in somewhat similar monthly scales during the pre-Wage-Board period the claim of Sri Goswami is not justified. If that was done, then the Engine Wrights working in other units of NCDC and in fact all the monthly rated employees in the COC pay scales of Rs. 205—280 might claim similar benefit and this would open the flood gates for further disputes and there would be demand for revision of the pay scales recommended by the Coal Wage Board itself. In any case, the skill of Sri Goswami cannot be said to be of the same order or standard as of the other two workers. The workmen themselves admitted that in non-excavation sections workers work on light machines. Sri Goswami prior to his posting in the Central Workshop at Korba was working only on such machines. All these above points have been strongly and cogently argued by the Management's representative.

15. As pointed out by the Management, Sri Goswami is actually a charginan and if he were made a Mechanic Gr. I that would disturb the channel of promotion for charginans, which is to the post of Foreman. In many units of NCDC, mechanics Gr. I were earlier promoted to the post of Asstt. Engine Wright or Engine Wright and if Sri Goswami was converted from monthly rated charginan's post to daily rated post of Mechanic Gr. I, it would give rise to grievances from such workers who were promoted from Mechanic Gr. I to the post of Engine Wright (Now charginan). As a monthly rated employee, Sri Goswami is enjoying certain better conditions of service, which are not available to the daily rated workers governed by certified standing orders in the workshop. Sri Goswami had exercised option for the monthly scale of Rs. 245—440 at the time of introduction of Wage Board Pay scales and the fact cannot be overlooked without creating serious complications for the Management. We find that very strong reasons have been advanced by the Management as opposed to those given by the workmen as to why Sri Goswami cannot be placed in the daily rated pay scale applicable to that of Mechanic Gr. I and we accept the same. There is nothing in the recommendations of the Coal Wage Board which would support the case of Sri Goswami. In this view of the matter, we have come to the conclusion that Sri Goswami is not entitled to be placed in the pay scale of Mechanic Gr. I or for being given any relief on that account.

16. As regards the documents summoned by the workmen as referred to in para 8 above in support of the case of Sri Goswami and the oral evidence which the workmen wanted to be produced, in our view those are not quite relevant as there is no dispute about the nature of work of Sri Goswami. In any case, that in itself is not the sole issue, which would decide the matter. As already stated above, the nature of work of Mechanic Gr. I and also Mechanic Gr. II in Excavation Groups is the same and the pay scale (daily

rated) of the former is Rs. 16.00—0.90—25.00 while that of the latter is Rs. 12.00—0.60—18.00. The job descriptions given for these workers in the Coal Wage Board report speak for themselves and indicate that the Mechanic Gr. I is a worker with a higher skill and longer experience. Sri Goswami does not have the type of experience on repair and maintenance of heavy earth moving machinery as specified in the job description for Mechanic Gr. I. From all the material available before us, we find that there would be no justification for placing Sri Goswami in the pay scale of Mechanic Gr. I.

17. The union has made no submission in regard to the upgradation of the scale of pay of Sri Goswami. In any case, the Management stated that the essence of this demand is for promotion, and the difficulties and want of justification in considering such a demand have been explained by the Management. No single worker can be picked up either on the demand of a union or otherwise for promotion. We accept the stand of the Management as a whole in this respect also.

18. On an analysis of the facts and circumstances of the case of Sri Goswami, we are of the view that being a monthly rated employee who exercised option for a monthly rated wage board pay scale he should take his chance in due course for promotion to the post of Foreman in the Wage Board pay scale of Rs. 305—575 along with others and according to the rules of the Management and subject to existence of vacancies. Alternatively, if he desires to come over to a daily rated post, he may be given the option as a very special case to come over as Fitter Gr. II (Category "B" of Excavation Group) in the daily rated pay scale of Rs. 13.50—0.70—20.50 and if he exercises such option which will be irrevocable after it has been made, his pay in that pay scale may be fixed from the date of option at an appropriate stage, by protecting his present emoluments in the monthly rated pay scale. This would not be quoted as a precedent for other cases and even after exercising the option, Sri Goswami would be governed by the service conditions as applicable to him at present. After becoming a daily rated employee, Sri Goswami should take his chance for promotion to the next higher post in due course along with other workers and according to the rules of NCDC. He would be included in the seniority list of Fitters Gr. I under this arrangement from the date he is placed in such post and the post now held by him would stand abolished. If, however, Sri Goswami does not exercise the option or does not accept any of the attendant conditions, he would continue as at present. The alternative as aforesaid is being suggested because of some special features in the case of Sri Goswami.

19. As regards Sri B. M. Sharma, the terms of reference in this dispute are self-explanatory. The workmen are in the first instance required to justify the demand. There is no such justification in his case. As already stated above, the workmen's representative has requested that his case should be closed by the arbitrators and an award be given accordingly.

20. Since what was referred to us for arbitration is an industrial dispute, we are not divested of our jurisdiction to deal with it in full or in part because of the application of Sri B. M. Sharma or the petition of the workmen's representative. It will indeed be subversive of industrial justice, labour relations and fair play if the jurisdiction of the arbitrators in cases such as those is to depend on the shifting convictions, exigencies and strength of the rival parties to the industrial dispute. We are, therefore, of the view that we are entitled to proceed with the matter even as far as Sri B. M. Sharma is concerned and have decided to do so. We cannot close his case in the terms requested for by the representative of the workmen. On merits, the workmen have failed to justify the demand in regard to Sri B. M. Sharma. The Management has opposed the demand on various grounds. What has been stated

by them in the case of Sri Goswami equally holds good in the case of Shri B. M. Sharma. He belongs to the electrical trade and cannot be made a mechanic as the two trades are different. We are of the view that the grounds advanced by the Management are quite substantial and are of considerable weight. We accept the same. In this view of the matter, our conclusion in the case of Sri B. M. Sharma is that the demand as contained in the terms of reference is not justified and he is not entitled to any relief.

21. In the result of our decision is that both Sri B. M. Sharma and Sri S. Goswami are not entitled to any relief and that the demand in respect of them is not justified. However the Management may give Sri Goswami an option to the post of Fitter Gr. I (daily rated) in the pay scale of Rs. 13.50—0.70—20.50 as stated in para. 18 above subject to the terms and conditions laid down therein within a month of publication of this award in the official gazette. If he fails to exercise the option within a period of one month from the date it is made, it would be deemed to have been withdrawn and he would continue as at present. We give our award accordingly. There will be no order as to costs. Let this award be submitted to the Central Government as required by Section 10-A(4) of the Industrial Disputes Act.

Sd/- H. SRINIVASAN,

Sd/- M. B. TAWADEY,

Chief Engineer (Excavation)  
N.C.D.C. Ltd. Ranchi  
and Arbitrator;

Chief Engineer (E&M),  
N.C.D.C. Ltd. Ranchi,  
and Arbitrator.

[No. 8/180/70-LRIL]

**S.O. 910.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Labour Court, Calcutta in the matter of application under section 33A of the said Act, from Shri H. D. Chattaraj and S. K. Chakraborty, Equitable Coal Company Limited's Employees Union, Post Office Dishergarh, District Burdwan, which was received by the Central Government on the 14th March, 1972.

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, CALCUTTA**

MISC. APPLICATION NO. 6 OF 1971

(ARISING OUT OF REF. NO. 56 OF 1971).

**PARTIES:**

Sri H. D. Chattaraj, and

Sri S. K. Chakraborty, Joint Secretaries, E.C.C. Ltd.'s Employees Union, P.O. Dishergarh, Dt. Burdwan. *Applicants.*

*Vs.*

Equitable Coal Company Limited, P.O. Dishergarh, Dist. Burdwan. *Opp. party.*

**PRESENT:**

Sri S. N. Bagchi

Presiding Officer.

**APPEARANCES:**

*On behalf of Applicants.*

Sri Samiran Kr. Chakraborty,  
One of the applicants.

*On behalf of Opp. party.*

Sri A. K. Mathur,  
Administrative Officer.

STATE: West Bengal.

INDUSTRY: Coal Mines.

**AWARD**

One Sri H. D. Chattaraj and Sri S. K. Chakraborty, Joint Secretaries of the Union aforesaid presented the application under Section 33A of the Industrial Disputes Act in connection with the matter of the Reference No. 56 of 1971 pending before this Tribunal for adjudication. The dispute under reference relates to a workman of Dishergarh office of the Opposite party Sri S. P. Dey, regarding his non-placement in grade I

though he is performing the job of a grade I clerk. It is alleged that such non-placement in grade I of the workman Sri S. P. Dey is a case of victimisation. The application under Section 33A of the Industrial Disputes Act now presented before this Tribunal bears the heading in the column of complainant Sri H. D. Chattaraj and Sri S. K. Chakraborty, Joint Secretaries, E.C.C. Ltd.'s Employees Union. In paragraph 12 of the said application it is stated that besides several other persons including S. P. Dey, the complainants, that means the Joint Secretaries of the Union and other employees are working in Dishergarh establishment. The application has been signed by Samiran Kumar Chakraborty and Hari Das Chattaraj above the heading 'Signature of the complainants'. The complainants are joint Secretaries of a Union and the signatories have not signed as joint Secretaries of the Union concerned. I wonder who these two gentlemen are who signed above the columns 'Signature of the complainants' and I may presume that they are the ghost of the complainants Samiran Kumar Chakraborty and Hari Das Chattaraj, Joint Secretaries of the Union.

2. Now, Section 33A of the Industrial Disputes Act is to be read with Rule 59 of the Industrial Disputes (Central) Rules, 1957 and the form prescribed thereunder being Form I. It would simply burden the records of the Tribunal if the rules and the Section and the Form are now quoted here in extenso and are compared with the application. I can at once say that the application under Sec. 33A as framed and constituted is, as held by the decision of their Lordships of the Supreme Court in the case of Workmen of Delhi Cloth and General Mills Ltd. vs. Delhi Cloth and General Mills Ltd., reported in 1972 1 LJJ p. 99, cannot be entertained where it has been distinctly held, and that I think for the first time by their Lordships of the Supreme Court, that every act to be done under the provisions of the Industrial Disputes Act and the Rules framed thereunder and forms prescribed by the Rules must be in strict compliance with the Act and the Rules and the forms prescribed. They have the same statutory force and failure of a party to comply with the provision of the Act and the Rules and form, prescribed thereunder would be fatal to his action. The present case is a very good instance where the decision of their Lordships can be aptly applicable.

3. Now, of the two applicants Hari Das Chattaraj and Samiran Kumar Chakraborty, Joint Secretaries of the E.C.C. Ltd.'s Employees Union although they do not sign the application under Section 33A in that capacity, one Sri S. K. Chakraborty files an application to withdraw the application under Section 33A of the Industrial Disputes Act. This has become jigsaw puzzle to me. The complainants are two office bearers of a Union. The signatories to the complaint are two ghosts of some persons whom I do not know, but not Joint Secretaries of the Union who are H. D. Chattaraj and S. K. Chakraborty. The present application for withdrawal of the application under Sec. 33A of the Act is by one S. K. Chakraborty. The application under Sec. 33A of the Industrial Disputes Act itself is neither fish nor flesh nor a good red herring. The application for withdrawal of the application under Sec. 33A of the Act also cannot be entertained and is rejected.

4. I can only order that this application under Sec. 33A of the Industrial Disputes Act has not been constituted in accordance with the provisions of Section 33A read with Rule 59 of the Central Rules nor made and verified as required by the Rule and the Form I and as such cannot be entertained and maintained by the complainants H. D. Chattaraj and S. K. Chakraborty, Joint Secretaries of E.C.C. Ltd.'s Employees' Union. So, this application under Section 33A of the Industrial Disputes Act stands rejected in limine.

This is my award.

(Sd.) S. N. BAGCHI,  
Presiding Officer.

Dated, March, 4, 1972.

[No. L/19025/9/72-LRIL]

**S.O. 911.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Sarvashri M. B. Tawadey, Chief Engineer (Electrical and Mechanical) and H. Srinivasan, Chief Engineer (Excavation), National Coal Development Corporation Limited, Darbhanga House, Ranchi and Arbitrators, in the industrial dispute between the employers in relation to the management of Electrical and Mechanical Workshop of National Coal Development Corporation Limited, Post Office Korba District Surguja (Madhya Pradesh), and their workmen, which was received by the Central Government on the 9th March, 1972.

**BEFORE SARVASHRI M. B. TAWADEY AND H. SHRINIVASAN CHIEF ENGINEERS (E&M) AND CHIEF ENGINEER (EXCAVATION) RESPECTIVELY, NCDC LTD., DARBHANGA HOUSE RANCHI AND ARBITRATORS**

In the matter of industrial dispute referred to arbitration *vide* notification No. 8/176/70-LRII dated 15th November, 1970 of the Department of Labour and Employment, Ministry of Labour, Employment & Rehabilitation, Govt. of India, New Delhi.

**BETWEEN:**

1. The management of Electrical and Mechanical Workshop of N.C.D.C. Ltd., at Korba,

**AND**

2. Their workmen as represented by M. P. Colliery Workers' Federation, Chirimiri.

**APPEARANCES:**

*For Management:* 1. Shri J. C. Gupta, General Supdt., Central Elec. & Mech. Workshop, NCDC, Korba.

2. Shri B. N. Prasad, Group Personnel Officer (Korba), NCDC, Korba.

*For Workmen:* Shri B. N. P. Sinha, Organising Secretary M. P. Colliery Workers' Federation, Chirimiri.

*Ranchi, dated 28th February, 1972*

**AWARD**

1. An industrial dispute between the above parties with the following terms of reference was referred to us for arbitration under Section 10A of the Industrial Disputes Act, 1947 by notification No. 8/176/70-LRII dated 25th November, 1970, of the Deptt. of Labour and Employment, Ministry of Labour, Employment and Rehabilitation, Government of India, New Delhi:—

“Whether the demand of the union for promotion of Sri S. C. Bhattacharjee, Electrical Fitter of Central Electrical and Mechanical Workshop, Korba, to the post of Chargeman or other benefits is justified. If so, to what relief he is entitled?”

2. The reference to arbitration by us was made as a result of a written agreement between the management and the workmen. Intermis of that agreement, we were to make our award within a period of six months from the date on which the agreement was published in the Gazette of India or within such further time as is extended by mutual agreement between the parties in writing. The parties by mutual consent extended the time for this purpose upto 29th February, 1972.

3. The parties were given notice by us on 13th April, 1971 to submit their written statements to us within 15 days and to forward simultaneously copies thereof to the other party and each of them was thereafter called upon in turn to submit their rejoinder to the written statement of each other, to us within 15 days and forward copies thereof simultaneously to the other party. The management requested for time upto

21st May, 1971 for the submission of their written statement. This was granted. The workmen also requested for time for the submission of their written statement upto 11th June, 1971, which was granted. The written statement was not, however, submitted by the workmen by the extended date. Again the workmen made a request for further extension of time for the submission of their written statement upto 11th September, 1971. This was also granted. Even thereafter, no written statement was submitted by the workmen.

4. The management submitted their written statement dated 20th May, 1971, which was received by us on 21st May, 1971. A copy of this was simultaneously sent by them to the workmen. The management's stand is that the precise nature of the demand of the union on behalf of the workman is not known and that it would be possible to submit a detailed written statement only on receipt of the claim statement of the union. Without prejudice to this contention, the Management, however, stated that Sri S. C. Bhattacharjee, the workman concerned in the dispute, is holding the post of E. P. Fitter Gr. III of Excavation Group in the pay scale (daily rated) of Rs. 9.50—0.35—10—90—0—40—13.30, that apparently the claim of the workman is for promotion to the post of Chargeman in the Coal Wage Board pay scale of Rs. 245—440 (monthly scale), that it is no condition of employment of the workman that he would be promoted to any higher post or that promotion is his right, that the promotion is a sole management function, that promotion of employees would depend on existence of vacancies in higher posts and the need and justification for filling such vacancies, that thereafter eligible departmental candidates would have to be considered in accordance with rules by duly constituted departmental promotion committees by holding interviews and trade tests and by reviewing their past performance; conduct etc., and by considering factors regarding their suitability etc., that no individual workman can be picked up and promoted and that if any such procedure is adopted, it would open the flood-gates for further disputes and upset the industrial harmony. Finally, the management stated that there is no case whatsoever for the promotion of Sri S. C. Bhattacharjee, to the post of Chargeman and that an award be given to that effect.

5. Meanwhile, Sri S. C. Bhattacharjee, the workman, referred to in the dispute made an application to us dated 4th August, 1971 in which he stated that he was a member of the M. P. Colliery Workers Federation previously and that he had now joined another union, M. P. Khan Mazdoor Congress. He also stated that his case already covered under the arbitration would be represented by Sri Nam Deo, General Secretary, M. P. Khan Mazdoor Congress in place of Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers Federation. He also mentioned in his application that the agreement of Sri B. N. P. Sinha would not be binding on him. On a consideration of that application, we advised Sri Bhattacharjee that his request was not tenable as it was not according to law and therefore it was rejected.

6. The hearing of the case was thereafter fixed for 10th September, 1971 at Ranchi. The hearing continued on 11th September, 1971 also. The representative of the workmen, Sri B. N. P. Sinha, submitted an application on 11th September, 1971, the next of which is as follows:

“In view of the petition submitted by the workman before the Hon'ble Arbitrators dated 4th August, 1971 and the decision of the Arbitrators dated 26/27th August 1971 rejecting the same and also that the case relates to an individual workman, we as a sponsoring union as a signatory to the arbitration settlement pray to Hon'ble Arbitrators to close this case.

It is further prayed that the award in this respect may kindly be given accordingly.”

7. The terms of reference in this dispute are self-explanatory. The workmen are in the first instance required to justify the demand. As already stated above, the workmen have not submitted any written statement. They also requested that the case should be closed by the arbitrators and an award be given accordingly.

8. Since what was referred to us for arbitration is an industrial dispute, our jurisdiction in terms of the Industrial Disputes Act, is not taken away either by the application of the workman concerned or by the petition of the representative of the workmen or the contents of his petition. It will indeed be subversive of Industrial justice, labour relations and fair play if the jurisdiction of the arbitrators in cases such as these is to depend on the shifting convictions, exigencies and strength of the rival parties to the industrial dispute. We are, therefore, of the view that we are entitled to proceed with the matter and have decided to do so. We cannot close the case in terms requested for by the representative of the workmen.

9. On merits, the workmen have failed to justify the demand. The management has opposed the demand on various grounds summarised in para 4 above. We are of the view that the grounds advanced by the management are quite substantial and are of considerable weight. We accept the same. In this view of the matter, our conclusion is that the demand of the Union for the promotion of Sri S. C. Bhattacharjee, Electrical Fitter of Central Electrical & Mechanical Workshop, Korba, to the post of Chargeman or for other benefits is not justified and he is not entitled to any relief. In the result, we give our award accordingly. There will be no order as to costs. Let this award be submitted to the Central Government as required by Section 10-A(4) of the Industrial Disputes Act.

(Sd.) H. SRINIVASAN,  
Chief Engineer (Excavation),  
N.C.D.C. Ltd., Ranchi,  
and Arbitrator.

(Sd.) M. B. TAWADEY,  
Chief Engineer  
(E&M),  
N.C.D.C. Ltd., Ranchi,  
and Arbitrator.

[N. 8/176/70-LRII.]

New Delhi, the 20th March 1972

**S.O. 912.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Sarvashri M. B. Tawadey, Chief Engineer (Electrical and Mechanical) and H. Srinivasan, Chief Engineer (Excavation), National Coal Development Corporation Limited, Darbhanga House, Ranchi and Arbitrators, in the industrial dispute between the employers in relation to the management of Electrical and Mechanical Workshop of National Coal Development Corporation Limited, Post Office Korba, District Surguja (Madhya Pradesh), and their workmen, which was referred by the Central Government on the 9th March, 1972.

**BEFORE SARVASHRI M. B. TAWADEY AND H. SRINIVASAN, CHIEF ENGINEER (E&M) AND CHIEF ENGINEER (EXCAV) RESPECTIVELY, N. C. D. C. LTD., DARBHANGA HOUSE RANCHI AND ARBITRATORS.**

In the matter of Industrial dispute referred to arbitration vide notification No.8/175/70-LR II dated 25th November 1970 of the Department of Labour & Employment, Ministry of Labour, Employment & Rehabilitation, Government of India, New Delhi.

#### BETWEEN

1. The Management of Electrical & Mechanical Workshop of N. C. D. C. Ltd., at Korba.

#### AND

2. Their workmen as represented by M. P. Colliery Workers' Federation, Chirimiri.

#### APPEARANCES:

*For Management:*—1. Sri J. C. Gupta, General Supdt., Central Elec. & Mech. Workshop, NCDC, Korba.  
2. Sri B. N. Prasad, Group Personnel Officer (Korba), NCDC, Korba.

*For workmen:*—Sri B. N. P. Sinha, Organising Secretary M. P. Colliery Workers, Federation, Chirimiri.

Ranchi, dated 28th February, 1972.

#### AWARD

An industrial dispute between the above parties with the following terms of reference was referred to us for arbitration under Section 10-A of the Industrial Disputes Act, 1947, by notification No. 8/175/70-LR II dated 25th November, 1970 of the Department of Labour and Employment, Ministry of Labour, Employment & Rehabilitation, Govt of India New Delhi:—

"Whether the demand of the union for the redesignation of the post of Laboratory Assistant in the Central Electrical and Mechanical Workshop, Korba as Research Assistant is justified (it being understood that there will be no change in the pay scale or the duties, etc., of the post.)"

2. The reference to arbitration by us was made as a result of a written agreement between the Management and the workmen. In terms of that agreement, we were to make our award within a period of six months from the date on which the agreement was published in the Gazette of India or within such further time as is extended by mutual agreement between the parties in writing. The parties by mutual consent extended the time for this purpose upto 29th February, 1972.

3. The parties were given notice by us on 13th April, 1971 to submit their written statements to us within 15 days and to forward simultaneously copies thereof to the other party and each of them was thereafter called upon in turn to submit their rejoinder to the written statement of each other, to us, within 15 days and forward copies thereof simultaneously to the other party. The Management requested for time upto 21st May, 1971 for the submission of their written statement. This was granted. The workmen also requested for time for the submission of their written statement upto 11th June, 1971, which was granted. The written statement was not, however submitted by the workmen by the extended date. Again, the workmen made a request for further extension of time for the submission of their written statement upto 11th September, 1971. This was also granted. Even thereafter, no written statement was submitted by the workmen.

4. The Management submitted their written statement dated 20th May, 1971, which was received by us on 21st May, 1971. A copy of this was sent by them simultaneously to the workmen. The management stated that the workmen concerned in the dispute is Sri Ravindranath, Laboratory Assistant. After giving the background facts relating to his appointment and nature of his work, etc., the management took the stand in brief that the work of laboratory Assistant in the Central Electrical & Mechanical Workshop at Korba consisted of that relating to analysis and not research and that the demand for re-designating him as Research Assistant is entirely misconceived and baseless. They further stated that the demand virtually amounted to a demand for promotion of the employee and submitted that the present designation of Laboratory Assistant should continue.

5. Meanwhile, Sri Ravindranath, the workman referred to in the dispute made an application to us dated 4th August, 1971 in which he stated that he was a

member of the M. P. Colliery Workers' Federation previously and that he had now joined another union, M. P. Khan Mazdoor Congress. He also stated that his case already covered under the arbitration would be represented by Shri Nam Deo, General Secretary, M. P. Khan Mazdoor Congress in place of Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers' Federation. He also mentioned in his application that the agreement of Sri B. N. P. Sinha would not be binding on him. On a consideration of that application, we advised Sri Ravindranath that his request was not tenable as it was not according to law and therefore it was rejected.

6. The hearing of the case was thereafter fixed for 10th September, 1971 at Ranchi. The hearing continued on 11th September, 1971 also. The representative of the workmen Shri B. N. P. Sinha, submitted an application on 11th September, 1971 to text of which is as follows:—

"In view of the position submitted the workman, Shree Ravindra Nath Shreevastava (to whom this case relates) dated 4th August, 1971 and the decision of the Arbitrators dated 26th/27th August, 1971 rejecting the same, we, as a sponsoring Union, as a signatory to the Arbitration settlement, pray to Hon'ble Arbitrators to close this case.

It is further prayed that the Award in this respect may kindly be given accordingly."

7. It is evident from the terms of reference in this dispute that it is for the workmen themselves to justify the demand, but as stated above, the workmen have not submitted any written statement. They also requested that the case should be closed by the arbitrators and an award be given accordingly.

8. Since what was referred to us for arbitration is an industrial dispute, our jurisdiction in terms of the Industrial Disputes Act is not taken away either by the application of the workman concerned or by the petition of the representative of the workmen or the contents of his petition. It will indeed be subversive of industrial justice, labour relations and fair play if the jurisdiction of the arbitrators in cases such as these is to depend on the shifting convictions, exigencies and strength of the rival parties to the industrial dispute. We are, therefore, of the view that we are entitled to proceed with the matter and have decided to do so. We cannot close the case in terms requested for the representative of the workmen.

9. On merits, the workmen have filed to justify the demand. The management has strongly opposed the demand construing it on the basis of the terms of reference. We accept the stand of the management that if an employee is performing the work analysis, his proper designation should be Laboratory Assistant as at present and that research work is entirely different. However, we do not accept the plea of the management that the demand referred to in the terms of reference is for the promotion of the employee. It would however appear that by asking for re-designation of the post of Laboratory Assistant to that of Research Assistant in the first instance, ground is being prepared by the workmen for the employee concerned to be placed in a higher post or for the grant of a higher pay scale. If this is the apprehension of the management, they would be perfectly justified in entertaining such an apprehension. As it is, the workmen have failed to justify the demand and the management has opposed it on valid grounds as stated above. The designation of an employee must reflect his duties and work and in this case, since the employee's work consists of analysis, Laboratory Assistant should be his designation, which at present it is. There would be no justification for altering it. In this view of the matter, our conclusion is that the demand of the union

for the re-designation of the post of Laboratory Assistant in the Central Electrical and Mechanical Workshop of NCDC at Korba as Research Assistant is not justified. We answer the reference accordingly. In the result, we give our award in the said terms. There will be no orders as to costs. Let this award be submitted to the Central Government as required by Section 10-A(4) of the Industrial Disputes Act.

(Sd.) H. SRINIVASAN,  
Chief Engineer (Excavation),  
N.C.D.C. Ltd., Ranchi  
and Arbitrator.

(Sd.) M. B. TAWADEY,  
Chief Engineer (E&M)  
N.C.D.C. Ltd., Ranchi  
and Arbitrator.

[No.8/175/70-LR II.]

S.O. 913.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Sarvashri M. B. Tawadey, Chief Engineer (Electrical and Mechanical) and H. Srinivasan, Chief Engineer (Excavation), National Coal Development Corporation Limited, Darbhanga House, Ranchi, and Arbitrators, in the industrial dispute between the employers in relation to the management of Electrical and Mechanical Workshop of National Coal Development Corporation Limited, Post Office Korba, District Surguja (Madhya Pradesh), and their workmen, which was received by the Central Government on the 9th March, 1972.

BEFORE SARVASHRI M. B. TAWADEY AND H. SRINIVASAN, CHIEF ENGINEER (E&M) AND CHIEF ENGINEER (EXCAVATION) RESPECTIVELY, N.C.D.C. LTD. DARBHANGA HOUSE, RANCHI AND ARBITRATORS.

In the matter of industrial dispute referred to arbitration vide notification No. 8/178/70-LR.II dated 25th November, 1970 of the Department of Labour and Employment, Ministry of Labour, Employment & Rehabilitation, Government of India, New Delhi.

#### BETWEEN

1. Management of Electrical & Mechanical Workshop of N.C.D.C. Ltd., at Korba,

AND

2. Their workmen as represented by M. P. Colliery Workers' Federation, Chirimiri.

#### APPEARANCES:

For Management.—1. Sri J. C. Gupta, General Superintendent, Central Electrical & Mechanical Workshop, NCDC, Korba.

2. Sri B. N. Prasad, Group Personnel Officer (Korba), NCDC, Korba.

For Workmen.—Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers' Federation, Chirimiri.

Ranchi, dated 28th February, 1972.

#### AWARD

An industrial dispute between the above parties with the following terms of reference was referred to us for arbitration under Section 10-A of the Industrial Disputes Act, 1947, by notification No. 8/178/70-LR.II, dated 25th November, 1970 of the Department of Labour and Employment, Ministry of Labour, Employment and Rehabilitation Government of India, New Delhi:—

"Whether the grievances of Sri Ravindranath, Laboratory Assistant, Central Electrical & Mechanical Workshop, Korba as listed by the Union in their letter No. CEMW/KB/MPCWF/10/68-(2) dated 18th September, 1969 addressed to the Assistant Labour Commissioner, Bilaspur, are justified and if so to what relief he is entitled."

2. The reference to arbitration by us was made as a result of a written agreement between the management



and the workmen. In terms of that agreement, we were to make our award within a period of six months from the date on which the agreement was published in the Gazette of India or within such further time as is extended by mutual agreement between the parties in writing. The parties by mutual consent extended the time for this purpose upto 29th February, 1972.

3. The parties were given notice by us on 13th April, 1971, to submit their written statements to us within 15 days and to forward simultaneously copies thereof to the other party and each of them was thereafter called upon in turn to submit their rejoinder to the written statement of each other, to us within 15 days and forward copies thereof simultaneously to the other party. The management requested for time upto 21st May, 1971, for the submission of their written statement. This was granted. The workmen also requested for time for the submission of their written statement upto 11th June, 1971, which was granted. The written statement was not, however, submitted by the workmen by the extended date. Again the workmen made a request for further extension of time for the submission of their written statement upto 11th September, 1971. This was also granted. Even thereafter, no written statement was submitted by the workmen.

4. The management submitted an application dated 20th May, 1971, which was received by us on 21st May, 1971 stating that the letter of the workmen as referred to in the terms of reference, viz. CEMW/KB/MPCWF/10-68(2) dated 18th September, 1969 was not available with them and that the union should be directed to furnish a copy thereof to the management, so that they could submit their written statement. A copy of this petition was also made available to the workmen simultaneously. The workmen, however, did not produce the letter in question before us and they also did not make a copy of that letter available to the management.

5. Meanwhile, Sri Ravindranath, Laboratory Assistant, the workman referred to in the dispute made an application to us dated 4th August, 1971 in which he stated that he was a member of the M. P. Colliery Workers Federation previously and that he had now joined another union, M. P. Khan Mazdoor Congress. He also stated that his case already covered under the arbitration would be represented by Sri Nam Deo, General Secretary, M. P. Khan Mazdoor Congress in place of Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers' Federation. He also mentioned in his application that the agreement of Sri B. N. P. Sinha would not be binding on him. On a consideration of that application, we advised Sri Ravindranath that his request was not tenable as it was not according to law and therefore it was rejected.

6. The hearing of the case was thereafter fixed for 10th September, 1971 at Ranchi. The hearing continued on 11th September, 1971 also. The representative of the workmen, Sri B. N. P. Sinha, submitted an application on 11th September, 1971, the text of which is as follows:—

"In view of the petition submitted by the workman before the Hon'ble Arbitrators dated 4th August, 1971 and the decision of the Arbitrators vide letters dated 26th/27th August, 1971, rejecting the same and also that the case relates to an individual workman, we as a sponsoring Union as a signatory to the Arbitration Settlement pray to Hon'ble Arbitrators to close this case.

It is further prayed that the award in this respect may kindly be given accordingly."

7. It is manifest from the terms of reference in this dispute that it is for the workmen themselves to justify their demand. As already stated above, the workmen have not submitted any written statement. They also requested that the case should be closed by the arbitrators and an award given accordingly. The question of the management submitting their written statement/

rejoinder contesting the claim of the workmen would arise only after the claim statement has been submitted by the workmen.

8. Since what was referred to us for arbitration is an industrial dispute, our jurisdiction in terms of the Industrial Disputes Act is not taken away either by the application of the workmen concerned or by the petition of the representative of the workmen or the contents of his petition. It will indeed be subversive of industrial justice, labour relations and fair play if the jurisdiction of the arbitrators in cases such as these is to depend on the shifting convictions, exigencies and strength of the rival parties to the industrial dispute. We are, therefore, of the view that we are entitled to proceed with the matter and have decided to do so. We cannot close the case in the terms requested for by the representative of the workmen.

9. On merits, therefore, since the workmen have failed to spell out the grievances of Sri Ravindranath or to justify the same, we conclude that he has no grievances and that even if there are any grievances, they are not justified. Accordingly, the question of giving him any relief does not arise. We also conclude that he is not entitled to any relief. In the result we give an award accordingly. There will be no order as to costs. Let this award be submitted to the Central Government as required by Section 10-A (4) of the Industrial Disputes, Act.

Sd/- H. SRINIVASAN,  
Chief Engineer (Excavation),  
NCDC Ltd., Ranchi,  
and Arbitrator.

Sd/- M. B. TAWADEY,  
Chief Engineer(E&M)  
NCDC Ltd., Ranchi,  
and Arbitrator.

[No. 8/178/70-LRII.]

S.O. 914.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of Sarvasri M. B. Tawadey, Chief Engineer (Electrical and Mechanical) and H. Srinivasan Chief Engineer (Excavation), National Coal Development Corporation Limited, Darbhanga House, Ranchi and Arbitrators in the industrial dispute between the employers in relation to the management of Electrical and Mechanical Workshop of National Coal Development Corporation Limited Post Office Korba, District Surguja (Madhya Pradesh), and their workmen which was received by the Central Government on the 9th March, 1972.

BEFORE SARVASRI M. B. TAWADEY AND H. SRINIVASAN CHIEF ENGINEER (E & M.) AND CHIEF ENGINEER (EXCAV) RESPECTIVELY NCDC LTD DARBHANGA HOUSE, RANCHI AND ARBITRATORS.

In the matter of industrial dispute referred to arbitration vide notification No. 8/181/70-LRII dated 25th November, 1970 of the Department of Labour and Employment, Ministry of Labour, Employed & Rehabilitation, Government of India, New Delhi.

#### BETWEEN:

1. The management of Electrical & Mechanical Workshop of N.C.D.C. Ltd. at Korba.

AND

2. Their workmen as represented by M. P. Colliery Workers' Federation, Chirimiri.

#### APPEARANCES:

For Management.—1. Sri J. C. Gupta, General Superintendent, Central Elec. & Mech. Workshop, N.C.D.C., Korba.

2. Sri B. N. Prasad, Group Personnel Officer (Korba), N.C.D.C., Korba.

For Workmen.—Sri B. N. P. Sinha, Organising Secretary, M. P. Colliery Workers' Federation, Chirimiri.



Ranchi, dated 28th February, 1972.

### AWARD

1. An industrial dispute between the above parties with the following terms of reference was referred to us for arbitration under Section 10-A of the Industrial Disputes Act, 1947, by notification No. 8/181/70-LRIL, dated 25th November, 1970 of the Department of Labour & Employment, Ministry of Labour, Employment & Rehabilitation, Government of India, New Delhi:—

"Whether having regard to the memorandum of settlement dated 14th July, 1969 between the Management of Central Electrical and Mechanical Workshop, National Coal Development Corporation Ltd., at Korba and M. P. Colliery Workers' Federation before the Assistant Labour Commissioner (C), Bilaspur in the case of Sri S. K. Bhattacharjee and having regard to the provisions of office order No. CEMW/KB/32/12689-97, dated 12th January, 1970 of the General Superintendent, Central Electrical and Mechanical Workshop, NCDC Ltd., Korba and demand of the Union that Sri S. N. Sinha and such other EP Technicians Fr. III of the said Central Workshop at Korba who were given training scheme (except MTS, MMTI and ITI) should be given the same benefit as S/Sri Banshi Loahar, Ishwar Lohar and Kuldip Singh for fixation in Execution Grade 'D' (Coal Wage Board) is justified? If so, to what relief they are entitled?"

2. The reference to arbitration by us was made as a result of a written agreement between the Management and the Workmen. In terms of that agreement, we were to make out award within a period of 6 months from the date on which the agreement was published in the Gazette of India or within such further time as is extended by mutual agreement between the parties in writing. The parties by mutual consent extended the time for this purpose upto 29th February, 1972.

3. The parties were given notice by us on 13th April, 1971 to submit their written statements to us within 15 days and to forward simultaneously copies thereof to the other party and each of them was thereafter called upon in turn to submit their rejoinder to the written statement of each other, to us, within 15 days and forward copies thereof simultaneously to the other party. The Management requested for time upto 21st May, 1971 for the submission of their written statement. This was granted. The workmen also requested for time for the submission of their written statement upto 11th June, 1971, which was granted. The written statement was not, however, submitted by the workmen by the extended date. Again, the workmen made a request for further extension of time for the submission of their written statement upto 11th September, 1971. This was also granted. Even thereafter, no written statement was submitted by the workmen till the date fixed for the hearing. It was only on 11th September, 1971 that the representative of the workmen submitted his statement, the contents of which would be referred to later in this award.

4. The Management submitted their written statement dated 20th May, 1971, which was received by us on 21st May, 1971. A copy of this was simultaneously sent by them to the workmen.

5. Meanwhile, some of the workers covered by the dispute made an application to us in August, 1971 in which they stated that they were members of the M. P. Colliery workers Federation previously and that they had now joined another union M. P. Khan Madoor Congress. They also stated that their case already covered under the arbitration would be represented by Sri Nam Deo, General Secretary, M. P. Khan Madoor Congress in place of Sri B. N. P. Sinha,

Organising Secretary, M. P. Colliery Workers' Federation. They also mentioned in their application that the agreement of Sri B. N. P. Sinha would not be binding on them. On a consideration of their applications, we advised them that their request was untenable as it was not according to law and therefore it was rejected. Some of these workers later made further applications stating that their earlier applications should be treated as cancelled as they had rejoined the M. P. Colliery Workers Federation.

6. Since what was referred to us for arbitration is an industrial dispute, we are not divested of our jurisdiction by the applications of some of the workers covered by the dispute as aforesaid. The subsequent applications made by some of them cancelling their earlier applications are also of no consequence. It will indeed be subversive of industrial justice, labour relations and fair play if the jurisdiction of the arbitrators in cases such as these is to depend on the shifting convictions, exigencies and strength of the rival parties to the industrial dispute. We are, therefore, of the view that we are entitled to proceed with the matter in spite of the above applications and have decided to do so.

6. Hearing of the case was thereafter fixed for 10th September, 1971 at Ranchi and it continued on 11th September, 1971 also. The representative of the workmen submitted a written statement on that date and he did not controvert the various points made out in the written statement of the Management. The case not finalised on the above dates and was postponed.

7. The next hearing of the case was fixed for 24th February, 1972 by due notice to the parties. It was intended that the proceedings would continue on 25th February, 1972 if necessary. It was made clear to the parties that if the parties failed to appear at the hearing the matter would be heard *ex parte*.

8. At the hearing of 24th February, 1972 the representative of the Management, Sri B. N. Prasad appeared before us at 11 A.M., but the representative of the workmen did not turn up. There was also no intimation from him explaining the reasons for his absence. We waited till 2.30 p.m. and thereafter decided to conduct the proceedings in the absence of the representative of the Management. He closed his submissions by 4.30 p.m. and he also submitted written notes about the points stressed by him. Even till 4.30 p.m., the representative of the workmen did not turn up, nor did he send any intimation explaining the reasons for his absence. In the circumstances, we closed the hearing of the case and the proceedings and reserved our award to be sent to the Central Government in accordance with the provisions of the I.D. Act. We recorded an order to that effect and endorsed copies thereof to the parties.

9. On 28th February, 1972 a telegram (bearing the date 25th February, 1972 of Ranchi Telegraph Office) was received by us from Sri B. N. P. Sinha, who sent it from Dhanbad. It is an ordinary telegram and the time of handing over the telegram at Dhanbad for transmission is shown as 0815 hours on 24th February, 1972. It reads as follows:—

"NEGLECTANCE COACH ATTENDANT AND SICKNESS A.C. CARRIED FORWARD BEYOND GAYA IN BOMBAY MAIL NO ALTERNATIVE HENCE SHALL NOW ATTEND ARBITRATION DISCUSSION ON TWENTY-FIFTH FEBRUARY 1972 AS FIXED KINDLY INFORM RESPONDENT GPO SHREE PRASAD ALSO B. N. P. SINHA."

The workmen's representative turned up at Ranchi on 25th February, 1972 and filed an application lodging a protest for closing the proceedings on 24th February, 1972 and for one of the arbitrators being out of Ranchi and for the Management's representative also having left Ranchi. The stand taken by the representative of

the workmen in the said application that the closing of hearing on 24th February, 1972 and that the representation of Sri B. N. Prasad, Group Personnel Officer (Korba) are illegal are without any substance. The hearing was fixed for 24th February, 1972 at 11 a.m. and it was to continue on the next day if the proceedings could not be completed on that day. It is not a case of option for the parties to appear even on the second day if they could not turn up on the first day. When the workmen's representative did not turn up at all and when he also failed to send any intimation to reach the arbitrators on 24th February, 1972, there was no obligation on the part of the arbitrators to keep waiting for the workmen's representative on 25th February, 1972 also. When the workmen's representative was in Dhanbad by 8.15 a.m. on 24th February, 1972, he could have contacted us over the telephone and also reached Ranchi within a matter of 3 or 4 hours either by taxi or bus, the distance between Ranchi and Dhanbad by a first class road being about 105 miles. He did not even send an express telegram. He was satisfied with sending just an ordinary telegram. As far as Shri B. N. Prasad representing the Management is concerned, the authorisation given in his favour by the Management is on record. He appeared for the Management even at the previous hearing and the objection for his appearance is without any substance. The workers representative should have realised that we were required to dispose of the case by 29th February, 1972 and give our award. He should have made such arrangements as to ensure that he was in Ranchi in good time for the hearing on 24th February, 1972.

10. Now coming to the case proper, the facts thereof as stated by the parties are as follows:—

- (a) There was a conciliation statement dated 14-7-1969 between the Management and the M. P. Colliery Workers Federation by which it was agreed that one worker Sri S. K. Bhattacharjee would be re-designated as Welder Gr. II and fixed in Gr. II (Grade D of Excavation Groups) in the daily rated pay scale of Rs. 10.75-0.40-14.75 (fixed by Coal Wage Board) with effect from 15-8-1967.
- (b) Subsequently, the Management gave a similar benefit by the issue of office order No. CEMW/KB/32/12689-97 dated 12-1-1970 to three other workers mentioned therein. The text of that office order is as follows:—

"With reference to the memorandum of settlement made in the A.L.C. (C)'s Office at Bilaspur on 14th July 1969, the following cases of similar nature have been considered, taking into consideration the nature of work carried out by them, they are hereby fixed in the daily rated scale of pay of Rs. 10.75-0.40-14.75. Their fixation will be made as the normal procedure laid down in the Wage Board recommendations.

1. Sri Banshi Lohar, Skilled Mechanic Gr. D
2. Sri Ishwar Lohar, skilled Mechanic Gr. D
3. Sri Kuldip Singh Sehmi, Fitter Gr. D

- (c) There are about 45 workers in the Central Electrical and Mech. Workshop of NCDC at Korba, who were previously working in different units of NCDC in various capacities and who were selected for special training and subsequent employment in the said workshop. After they were put through that training, they were fixed in CPC monthly pay scale of Rs. 110—143, and after the implementation of Coal Wage Board pay scales they were placed in the daily rated scale of Rs. 9.50-0.35—10—90—040—13.30 (which was specially determined for E.P. technicians Gr. III by a subsequent award of arbitrators S/Sri J. C. Kumaraman-galam and Kanti Mehta.

11. The demand referred to in the terms of reference would become clear on a consideration of the documents referred to in para. 10 above. The Management filed before us copies of documents relating to the aforesaid training scheme. Copies of these were also made available to the workers. The Management also filed before us a statement showing the posts held by the workers who had undergone training prior to their selection for such training and the dates of their posting in the Central Workshop. These dates differ from candidate to candidate and are between November 1965 and August 1966.

12. The Case of the workmen is that (a) the benefit given to Sri Bhattacharjee should not have been extended to S/Sri Banshi Lohar, Iswar Lohar and Kuldip Singh because there was nothing in the conciliation settlement relating to these three workers, (b) that the office order dated 12-1-1970 issued by the Management giving the same benefit as given to Sri Bhattacharjee to the other three workers is not proper. (C) that the said benefit represented a special favour for these three workers, (d) that if the reference to the settlement in the case of Sri Bhattacharjee is taken out from the office order, the essence of the decision would be the nature of work, (e) that since the three workers in question were in the pay scale of E.P. technician Gr. III viz. Rs. 9.50-0.35—10.90.0.40—13.30 (daily rated pay scale) and have been upgraded to the next higher scale of Rs. 10.75—0.40—14.75 (daily rated scale) with retrospective effect from 15-8-1967, the other E.P. technicians Gr. III should have been given the same benefit, (f) that the plea of the Management that since S/Sri Banshi Lohar, Iswar Lohar and Kuldip Singh were in the pay scale of Rs. 110—180, they were fixed in the daily rated scale of Rs. 10.75—0.40—14.75 is not tenable, because one worker Sri John Mathai who was in similar pay scale was not given a similar benefit, that the workers covered by the dispute should have been placed in the monthly scale of Rs. 110—180 instead of in the scale of Rs. 110—143 according to the original training scheme, (h) that there was a valid contract between the Management and these workers for fixing them in the monthly pay scale of Rs. 110—180 and (i) that the management had deceived the workers and practised fraud on them. The representative of the workmen also desired that the service sheets, personal files, etc. of the workers and papers relating to their selection under the training scheme should be summoned.

13. The Management stated that the various contentions of the workmen are not tenable. According to them, S/Sri Banshi Lohar, Iswar Lohar and Kuldip Singh were placed in a higher grade not only having regard to the nature of their work but also their skill and experience, which were comparable to those of Sri Bhattacharjee. Along with their written statement, the Management furnished the details of experience of S/Shri S. K. Bhattacharjee and the other three workers, which indicate that they were skilled workers for several years. Sri Bhattacharjee was initially appointed as a welder in Cat. IX of LAT in May 1957, Sri Banshi Lohar has been working in skilled posts since May 1944 and Sri Iswar Lohar since 1957 and Sri Kuldip Singh is a fabrication fitter since October 1964 (skilled trade) as against this, the workers covered by the dispute were holding unskilled or semi-skilled posts ranging between Cat. I and IV of LAT award. They were to undergo two years training according to the scheme of training and it was completed between November 1967 and August 1968. They cannot be said to have acquired the skill of the type or experience referred for Group D workers in the job descriptions for Excavation Group of workers in the Coal Wage Board Report. We find from the facts and material placed before us that the merits of cases of S/Sri Bhattacharjee and the three other workers are entirely different from those of other workers covered by the dispute. There

can be no comparison between the two sets of workers and the latter cannot be said to have acquired the standard of skill or experience possessed by the former.

14. It is clear from the stand taken by the representative of the workmen that he considered that the benefit in question was given to S/Sri Bansil Lohar, Iswar Lohar and Kuldip Singh should not have been extended to them and that it was a favour, while the facts before us do not show that any such favour or mistake was done, the grant of the benefit claimed for the workers covered by the dispute cannot be canvassed on that ground. The plea of the workers' representative in regard to discrimination is not entitled to any weight. In fact, such a discrimination would be introduced if the E.P. technicians Gr. III covered by the reference are placed in Gr. D and others belonging to MTS, MMTI and ITI groups, with better technical background are denied the same. The contention of the workers' representative that the Management had deceived the workers and practised fraud is without any substance. This plea is also not relevant to the present proceedings. Even if it is relevant, the material before us shows that this allegation is totally misconceived. According to the Management, the workers were given finally letters indicating that they would be appointed in the pay scale of Rs. 110—143 after the completion of training. This position was also made clear to the candidates at the time of the interview held for selecting them for training. They accepted this arrangement, started their training and completed it. It is not open to them to take the plea such as that suggested now. It clearly appears to be an after-thought, especially as the plea is being advanced after a lapse of 5 or 6 years.

15. The workers representative also called for some documents relating to fixation of pay etc. of the workers covered by the reference. In our opinion, these documents have no bearing on the issue to be decided by us and are not at all relevant to it.

16. In the light of the foregoing analysis, our conclusion is that the demand of the Union that Shri S. N. Sinha and such other E.P. technicians Gr. III of the Central Workshop at Korba who were covered by the training scheme of NCDC should be given the same benefit as S/Sri Bansil Lohar, Iswar Lohar and Kuldip Singh for fixation in Excavation Grade 'D' (Coal Wage Board) is not justified and they are not entitled to any relief. In the result, we give our award accordingly. There will be no order as to costs. Let this award be submitted to the Central Government as required by Section 10-A (4) of the Industrial Disputes Act.

(Sd.) H. SRINIVASAN, (Sd.) M. B. TAWADEV,  
Chief Engineer (Excavation), Chief Engineer (E&M)  
NCDC Ltd. Ranchi, NCDC Ltd. Ranchi,  
and Arbitrator. and Arbitrator.

[No. 8/181/70-LRII.]

**S.O. 915.**—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bhubaneswar in the industrial dispute between the employers in relation to the management of Messrs Standard Mining Syndicate Contractors of Messrs Kalinga Mining Corporation, Jaruri Iron Ore Mines, Post Office, Joda, District Keonjhar and their workmen, which was received by the Central Government on the 10th March, 1972.

## INDUSTRIAL TRIBUNAL, BHUBANESWAR

### PRESENT:

Shri B. R. Rao, B.L., Presiding Officer, Industrial Tribunal, Bhubaneswar.

INDUSTRIAL DISPUTE CASE No. 6 OF 1971 (CENTRAL)

Dated Bhubaneswar, the 3rd March, 1972

### BETWEEN

The employers in relation to the management of Messrs Standard Mining Syndicate Contractors of Messrs Kalinga Mining Corporation, Jaruri Iron Ore Mines, Post Office Joda, District Keonjhar.—First Party.

### AND

Their Workmen.—Second Party.

### APPEARANCES:

Sri B. K. Gupta, Partner, M/s Standard Mining Syndicate.—For the First Party.

Shri Haribandhu Behera, General Secretary, Keonjhar Mines & Forest Workers' Union.—For the Second Party.

### AWARD

The Government of India in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) constituted me as Presiding Officer Industrial Tribunal with Headquarters at Bhubaneswar and referred the following dispute for adjudication.

"Whether Messrs Standard Mining Syndicate, Contractors of Messrs Kalinga Mining Corporation, Jaruri Iron Ore Mines, Post Office Joda, District Keonjhar, were justified in terminating the services of the following 47 workmen with effect from the 31st July, 1971:

1. Shri Patar Munda, S/o Lakhu
2. Smt. Nitma Mahakud, w/o Sukra
3. Shri Sagu Gograi, S/o Arjun
4. Shri Dandia Munda, S/o Birga
5. Shri Janamsingh Munda, S/o Lakhan
6. Shri Srikanta Munda, S/o Gura
7. Shri Lakhan Naik, S/o Nityananda
8. Shri Kasia Munda, S/o Ramu Munda
9. Shri Gondra Oram, S/o Ghasiram
10. Shri Biranchi Patra, S/o Galuram
11. Shri Johan Munda, S/o Andhlias
12. Shri Danardan Patra, S/o Dwarka
13. Shri Govinda Naik, S/o Banshi Naik
14. Shri Pandu Purty, S/o Mukunda
15. Shri Somra Oram, S/o Arjuna
16. Smt. Jonga Munda, W/o Birsing
17. Smt. Sukhromoni Naik, W/o Lakhan
18. Smt. Raimoni Munda, W/o Srikanta
19. Smt. Dubli Patra, W/o Donardan
20. Smt. Etwari Munda, W/o Lal Munda
21. Smt. Sonawani Munda, W/o Jatu
22. Smt. Chandu Munda, W/o Dandia
23. Smt. Parbaty Purty, W/o Pandu
24. Smt. Gulapa Naik, W/o Govinda
25. Shri Sunla Munda, S/o Jatia
26. Shri Galuram Patra, S/o Jatia
27. Smt. Rumoni Patra, W/o Resha
28. Shri Lal Munda, S/o Kanai
29. Smt. Namshi Munda, W/o Patar
30. Shri Sankar, S/o Nanda
31. Shri Soren Munda, S/o Ramnath
32. Shri Cardi Munda, S/o Nara
33. Shri. Roya Munda, S/o Desho
34. Shri Patar Munda, S/o Parga
35. Shri Jata Munda, S/o Jata
36. Shri Birsingh Munda, S/o Thakur
37. Shri Lal Munda, S/o Sanka
38. Smt. Gurubary Munda, W/o Janamsingh Munda
39. Smt. Padma Munda, W/o Gardi
40. Smt. Nanjula Oram, W/o Somra
41. Smt. Khairy Chater, W/o Birsingh

42. Smt. Sidu Purty, W/o Ghakro  
43. Smt. Nirsha Munda, W/o Madan  
44. Smt. Madan Munda, S/o Bhagabat  
45. Smt. Ranga Mahakud, W/o Karlesha  
46. Smt. Phulmati Penthai, W/o Chakra  
47. Shri Sukra Munda, S/o Arjuna.  
If not, to what relief the said workmen are entitled?"

2. Both parties filed written-statements in support of their respective cases. But when the Case was taken up for hearing, both parties filed a settlement and prayed for passing an award in terms thereof. The settlement has been accepted by me as bonafide.

3. Hence I make this award in terms of the settlement entered into between the parties so far as the terms relate to the reference. The settlement do form part of this award.

(Sd.) B. R. RAO,  
Presiding Officer.  
Industrial Tribunal,  
Bhubaneswar.

[No. L-27012/2/71-LR-II.]

BALWANT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 18<sup>th</sup> March 1972

**S.O. 916.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 26th day of March, 1972 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following area in the State of Mysore namely:—

S.No.	District	Taluk	Hobli	Name of the area
1	Bellary	Bellary	Bellary	Bellary-Municipal town limits.

[No. F. S-38013(4)/72-HI]

(श्रम और रोजगार विभाग)

नई दिल्ली. 18 मार्च, 1972

**क्र० प्रा० 916.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 26 मार्च, 1972 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के

सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबन्ध मैसूर राज्य के निम्नलिखित भागों में प्रवृत्त होगी, अर्थात् :—

क्रमांक	जिला	तालुक	होबली	क्षेत्र का नाम
1.	बेल्लारी	बेल्लारी	बेल्लारी	बेल्लारी शहर की नगर पालिका की सीमाएं।

[संख्या एक० एस० 38013(4)/72-एच० आई०]

**S.O. 917.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 26th day of March, 1972 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Mysore namely:—

District	Taluk	Name of the Village
Bellary	Hospet	Hospet City limits Hospet
	Mullapura	Amaravathi Mudlapura Hosakota Tungabhadra Dam Site.

[No. F. S-38013(5)/72-HI]

**क्र० प्रा० 917.**—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा मार्च, 1972 के छवीसवें दिन को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) और 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबन्ध मैसूर राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होगी, अर्थात् :—

जिला	तालुक	गांव का नाम
बेल्लारी	होसपेट	होसपेट नगर की सीमाएं होसपेट
यथोक्त	मुल्लापुरा	अमरावथी मुल्लापुरा होसा कोटा
यथोक्त		तुंगाभादरा बांध स्थल।

[संख्या एक० एस०-38013(5)/72-एच० आई०]

**S.O. 918.**—In exercise of the powers conferred by sub-section (3) of section 1 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 26th day of March, 1972 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79

and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Maharashtra namely:--

1. The areas comprised within the Municipal and Revenue limits of Dhulia
2. The areas comprised within the revenue limits of the following villages:
 

I. Mohadi Pragna Laling	II. Balapur
III. Fagana	IV. Nagaon B. K.
V. Mahindale	VI. Deopur
VII. Vadjal.	

[No. F. S-38013(6)/72-HI.]

DALJIT SINGH, Under Secy.

फा० आ० 918—कर्मचारी राज्य बीमा अधिनियम 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा 26 मार्च, 1972 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) और 5 और 6 (धारा 76 (उपधारा (1) को छोड़ कर) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं) के उपबन्ध महा-राष्ट्र राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

1. धुलिया की नगर पालिका और राजस्व सीमाओं में समाविष्ट क्षेत्र ।
2. निम्नलिखित गांवों के राजस्व सीमाओं में समाविष्ट क्षेत्र ।
  1. मोहादी प्रगना तालिगा,
  2. बालापुर,
  3. फागाना,
  4. नागांव बी० के०
  5. महिन्दालय,
  6. देओपुर,
  7. बादजे.

[संख्या फा० एस०-38013(6)/72-एच० आई०]

दलजीत सिंह अवर सचिव ।

### ELECTION COMMISSION OF INDIA

New Delhi, the 9th March 1972

**S.O. 919.**—In exercise of the powers conferred by sub-section (1) of section 13A of the Representation of the People Act, 1950, the Election Commission, in consultation with the Government of Orissa, hereby nominates Shri Bhupinder Singh, Additional Secretary to the Government of Orissa, Home Department, as the Chief Electoral Officer for the State of Orissa with effect from 19th February, 1972, and until further orders.

[No. 154/OR/72.]

By Order,

K. S. RAJAGOPALAN, Secy.

### भारत निर्वाचन आयोग

नई दिल्ली, 9 मार्च, 1972

ए० आ० 919.—लोक प्रतिनिधित्व अधिनियम, 1950 की धारा 13 की उपधारा (1) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, निर्वाचन आयोग, उड़ीसा सरकार के परामर्श से, उड़ीसा सरकार के अवर सचिव श्री भूपिन्दर सिंह को 19 फरवरी, 1972 से अगले आदेशों तक उड़ीसा राज्य के लिए मुख्य निर्वाचन आफिसर के रूप में एतद्वारा नामनिर्देशन करता है ।

[संख्या 154/उड़ीसा/72]

आदेश से,

के० एस० राजगोपालन, सचिव

### MINISTRY OF COMMUNICATIONS

(P. & T. Board)

New Delhi, the 14th March 1972

**S.O. 920.**—In exercise of the powers conferred by Clause W of Rule 2 of Indian Telegraph Rules, 1951, the Director-General Posts and Telegraphs declares that with effect from 15th April 1972 the local area of the following exchanges in U.P. P&T Circle, shall cover an area within the radial distance of 5 Kms. from the respective telephone exchanges.

1. Sitapur
2. Jhansi
3. Moradabad
4. Ferozabad
5. Saharnpur
6. Dehradun
7. Varanasi
8. Meerut
9. Hapur
10. Modinagar
11. Muzaffarnagar
12. Agra
13. Bulandshahr
14. Gorakhpur
15. Etawah
16. Farrukhabad
17. Jaunpur
18. Mirzapur
19. Mussoorie
20. Rampur
21. Mathura and
22. Shahjahanpur.

The local area of the following exchanges shall cover an area within a radial distance of 5 kilometers from the respective telephone exchanges with demarcating boundary restricted as shown against each exchange.

1. **Aligarh.**—The demarcating boundary in north east, however, shall be restricted to Durseni canal on main road to Hurduaganj.
2. **Hardwar.**—The demarcating boundary in south shall be restricted to Oudh Mandal Asram on Hardwar Roorkee road. (Oudh Mandal Asram included).
3. **Roorkee.**—The demarcating boundary in south, however, shall be restricted to the 7th Day Adventists School on Roorkee Meerut Road. (7th Day Adventists School included).

[No. 3-23/70-PHB.]

PRATAP CHANDRA,  
Director of Phones (P).

## संज्ञार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 14 मार्च, 1972

एन० आर० 920.—भारतीय तार नियम, 1951 के नियम 2 के खंड डब्ल्यू द्वारा दत्त शक्तियों के प्रयोग करते हुए, महानिदेशक डाक-तार यह घोषणा कर रहे हैं कि 1-5-1972 से उत्तर प्रदेश डाक-तार सर्कल के निम्नलिखित एक्सचेंजों का स्थानीय क्षेत्र सम्बन्धित एक्सचेंज से 5 किलोमीटर की विज्य दूरी के भीतर खत रहेगा।

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|----------------|-----------------|
| 1. सीतापुर     | 12. आगरा        |
| 2. झांसी       | 13. बुलं शहर    |
| 3. मुरादाबाद   | 14. गोरखपुर     |
| 4. फिरोजाबाद   | 15. इटावा       |
| 5. सहारनपुर    | 16. फर्रुखाबाद  |
| 6. बेहराइन     | 17. जौनपुर      |
| 7. वाराणसी     | 18. मिर्जापुर   |
| 8. मेरठ        | 19. मसूरी       |
| 9. हापुड       | 20. रामपुर      |
| 10. मोदीनगर    | 21. मथुरा शार   |
| 11. मुजफ्फरनगर | 22. गढ़वाहापुर। |

निम्नलिखित एक्सचेंजों का स्थानीय क्षेत्र सम्बन्धित एक्सचेंज से 5 किलोमीटर की विज्य दूरी के भीतर का क्षेत्र रहेगा जिसकी प्रत्येक एक्सचेंज से सामने दी गई प्रतिबंधित सीमा रहेगी।

1. अलीगढ़ :—उत्तर-पूर्व की सीमा हरदुआगंज की जाने वाली मुख्य सड़क पर दुरमेनी नहर तक प्रतिबंधित होगी।
2. हरदोश :—दक्षिण की सीमा हरदोश-रुहमी सड़क पर चौध मंडल आश्रम तक प्रतिबंधित होगी (चौध मंडल आश्रम इसमें शामिल है।)
3. रुहमी :—दक्षिण की सीमा रुहमी-मेरठ सड़क पर सैक्रेड हे एडवेंचरिस्ट स्कूल तक प्रतिबंधित होगी। (सैक्रेड हे एडवेंचरिस्ट स्कूल इसमें शामिल है।)

[संख्या 3-23/70-पी०एच०बी०]

प्रताप चन्द्र,

निदेशक फोन्स (ई)।

(P. &amp; T. Board)

New Delhi, the 18th March 1972

S.O. 921.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies the 1-5-1972 as the date on which the Measured Rate System will be introduced in SILCHAR Telephone Exchange, North Eastern Circle.

[No. 5-23/72-PHB(2).]

D. R. BAHL,

Asstt. Director General (PHB).

(डाक-तार बोर्ड)

नई दिल्ली, 18 मार्च, 1972

का० आ० 921.—स्थायी आवेदन संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने शिलचर ..... टेलीफोन केन्द्र में दिनांक 1-5-72 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-23/72 पी०एच०बी० (2)]

डी० आर० बहल,

सहायक महानिदेशक (पी०एच०बी०)

## DEPARTMENT OF COMPANY AFFAIRS

New Delhi, the 17th March 1972

S.O. 922.—In pursuance of sub-section (3) of section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969) the Central Government hereby notifies the cancellation of registration of Messrs. Madras Motor & General Insurance Company Limited under the said Act (Certificate of Registration No. 323/1970 dated the 26th October, 1970).

[No. F. 22/24/71-M.II.]

महनी के. विजय

नई दिल्ली, 17 मार्च, 1972

का० आ० 922.—एकाधिकार एवं निर्वन्धनकारी व्यापार प्रथा अधिनियम 1969 (1969 का 54) की उप-धारा (3) के अनुसार केन्द्रीय सरकार एतद्द्वारा मैसर्स मद्रास मोटर एण्ड जनरल इन्शुरेंस कंपनी लिमिटेड का उक्त अधिनियम में पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 323/1970 दिनांक 26 अक्टूबर, 1970) के विलोपन की अधिसूचित करती है।

[संख्या 22/24/71-एम० II]

S.O. 923.—In pursuance of sub-section (3) of section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of The Barium Chemicals Ltd. under the said Act (Certificate of Registration No. 751/71 dated the 28th June, 1971).

[No. F. 22/5/71-M(II).]

C. R. D. MENON, Under Secy.

का० आ० 923.—एकाधिकार एवं निर्वन्धनकारी व्यापार प्रथा अधिनियम 1969 (1969 का 54) की धारा 26 की उप-धारा (3) के अनुसार, केन्द्रीय सरकार एतद्द्वारा बैरियम केमिस्ट्रल लिमिटेड का उक्त अधिनियम के अन्तर्गत पंजीकरण (पंजीकरण प्रमाण-पत्र संख्या 751/71 दिनांक 28 जून, 71) के विलोपन की अधिसूचित करती है।

[संख्या एफ० 22/5/71-एम० (II)]

सी० आर० डी० मेनन, अवर सचिव।

## MINISTRY OF INDUSTRIAL DEVELOPMENT

## CORRIGENDUM

S.O. In the Order of the Government of India in the Ministry of Industrial Development No. S.O. 78(E)/15/IDRA/72(1), dated the 31st January, 1972, published in the Gazette of Indian Extraordinary, Part II, Section 3, Sub-section (ii), at page 211,—

In line 21, for "Shri M. K. Mukherjee", read "Shri N. K. Mukherjee".

## औद्योगिक विकास मंत्रालय

## शुद्धि-पत्र

भारत के असाधारण राजपत्र, भाग 2, खंड 3, उप-खंड (2) में पृष्ठ 212 पर प्रकाशित भारत सरकार के औद्योगिक विकास मंत्रालय के आदेश सं० का० आ० 78(ई०)115 आई०डी० आर० ए० 172(1), दिनांक 31 जनवरी, 1972 में,

22वीं पंक्ति में, "श्री एम० के० मुखर्जी," के स्थान पर, "श्री एन० के० मुखर्जी" पढ़िए।